

September 12, 2012

**VIA ELECTRONIC FILING**

Jocelyn Boyd, Chief Clerk / Administrator  
Public Service Commission of South Carolina  
Post Office Drawer 11649  
Columbia, SC 29211

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**Re: TAG Mobile, LLC  
Application for Designation as an Eligible Telecommunications Carrier**

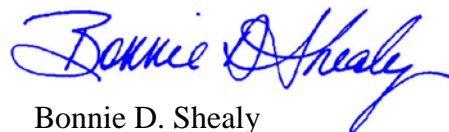
Dear Jocelyn:

Enclosed for filing please find the Application of TAG Mobile, LLC for designation as an eligible telecommunications carrier in South Carolina. TAG Mobile seeks the designation throughout the non-rural South Carolina service areas for the purpose of receiving federal low-income universal service support for prepaid wireless service, specifically Lifeline. Boomerang does not seek the ETC designation for the purpose of receiving federal support from the high-cost support mechanism or for providing service on a wireline basis. We are providing a copy of the application to the Office of Regulatory Staff by copy of this letter.

If you have any questions, please have someone on your staff contact me.

Very truly yours,

ROBINSON, MCFADDEN & MOORE, P.C.



Bonnie D. Shealy

/bds  
Enclosures

cc/enc: Mr. Dan F. Arnett, ORS Chief of Staff (via U.S. Mail)  
Ms. Melanie King (via email)

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

<b>IN RE:</b>	)	
	)	<b>TAG Mobile, LLC’s</b>
<b>APPLICATION OF TAG MOBILE, LLC</b>	)	<b>Application for Designation as an</b>
<b>FOR DESIGNATION AS AN ELIGIBLE</b>	)	<b>Eligible Telecommunications</b>
<b>TELECOMMUNICATIONS CARRIER IN</b>	)	<b>Carrier</b>
<b>THE STATE OF SOUTH CAROLINA</b>	)	

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**I. INTRODUCTION**

TAG Mobile, LLC (“TAG Mobile” or the “Company”), by and through its undersigned counsel, and pursuant to Section 214(e) of the Federal Communications Act of 1934, as amended (the “Act”), 47 U.S.C. § 214(e), the implementing rules of the Federal Communications Commission (“FCC”), 26 S.C. Code Regs. 103-690 (Supp. 2011) hereby requests that the Public Service Commission of South Carolina (“Commission”) designate TAG Mobile as an Eligible Telecommunications Carrier (“ETC”) in South Carolina (“Application”). TAG Mobile seeks ETC designation solely to provide Lifeline service to qualifying South Carolina consumers. The Company will not seek access to funds from the federal Universal Service Fund (“USF”) for the purpose of participating in the Link-Up program or providing service to high cost areas.<sup>1</sup>

As demonstrated by the Application, and as certified by Frank Del Col in the Affidavit and Certification attached as **Exhibit 1**, TAG Mobile meets all the statutory and regulatory requirements for designation as an ETC in the State of South Carolina. TAG Mobile respectfully

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<sup>1</sup> Since TAG Mobile seeks only Lifeline support from the low-income program and does not seek any high-cost support, ETC certification requirements for the high-cost program are not applicable to the Company.

submits that designation of TAG Mobile as an ETC in South Carolina will serve the public interest and requests that the Commission grant this application expeditiously.

Correspondence or communications pertaining to this Application should be directed to TAG Mobile's attorney of record:

Bonnie D. Shealy  
Robinson, McFadden, and Moore, PC  
1901 Main St., Suite 1200  
Post Office Box 944  
Columbia, S.C. 29202  
Telephone: (803) 779-8900  
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[BShealy@Robinsonlaw.com](mailto:BShealy@Robinsonlaw.com)

With a copy to:

Melanie King, Regulatory Affairs Manager  
TAG Mobile, LLC  
1330 Capital Parkway  
Carrollton, Texas 75006  
Telephone: (214) 390-9280  
Facsimile: (972) 337-1674  
[Melanie.King@tagmobile.com](mailto:Melanie.King@tagmobile.com)

## **II. UNIVERSAL SERVICE OFFERING**

### **A. Company Overview**

TAG Mobile is a Texas limited liability company. Its principal office is located at Carrollton, Texas. The Company's Articles of Incorporation and its Certificate of Authorization to transact business in South Carolina are attached hereto as **Exhibit 2**. TAG Mobile has been providing commercial mobile radio services ("CMRS") since March 2010 and Lifeline service since October 2010. TAG Mobile has been designated as an ETC in the States of Arkansas, Colorado, Kentucky, Louisiana, Maryland, Oklahoma, and West Virginia and currently has applications for ETC designation pending in California, Georgia, Illinois, Kansas,

Massachusetts, Michigan, Missouri, New Jersey, Pennsylvania, Texas and Wisconsin, as well as the Federal Jurisdiction states of Alabama, Connecticut, Delaware, the District of Columbia, Florida, New Hampshire, New York, North Carolina, Tennessee and Virginia. TAG Mobile has never been denied ETC designation by any state commission or by the FCC in connection with any state.

Questions concerning the ongoing operations of TAG Mobile following certification should be directed to:

Frank Del Col, President & CEO  
TAG Mobile, LLC  
1330 Capital Parkway  
Carrollton, Texas 75006  
Telephone: (214) 390-5411  
[Frank.DelCol@tagmobile.com](mailto:Frank.DelCol@tagmobile.com)

TAG Mobile attaches as **Exhibit 3** a current list of its officers, along with biographical information for each, showing that it has the expertise necessary to provide the services specified herein.

**Exhibit 4** contains a list of each exchange for which TAG Mobile is requesting ETC designation in South Carolina (the “Service Area”) and a map showing the South Carolina coverage area. The red portion of the map indicates Verizon’s coverage area and the blue area is Sprint’s coverage area. TAG Mobile, in its provision of wireless services, will offer resold services which TAG Mobile will obtain from its underlying wireless providers, Sprint and Verizon Wireless

#### **B. Proposed Lifeline Offering**

TAG Mobile’s Lifeline service offering will provide its Lifeline customers with the same features and functionalities enjoyed by its Non-Lifeline prepaid customers. However, TAG Mobile’s Lifeline customers will not have to pay for their mobile devices and will receive a



preset amount of free minutes on a monthly basis. The terms and conditions of TAG's service plans are detailed on pages 22-23 of the proposed Compliance Plan filed with the FCC attached as **Exhibit 5** and Exhibit B, and in the Service Agreement attached as **Exhibit 6**.

TAG Mobile also intends to provide the following Lifeline and Non-Life Plans in South Carolina throughout the coverage area of its underlying providers, Sprint and Verizon Wireless:

<b>250 Minute Voice Only Plan</b>	<b>Retail Price</b>
Lifeline	Free
<b>250 Minute Talk/Text Plan</b>	
Lifeline	Free
Non-Lifeline	\$12.75

Lifeline customers who reside in South Carolina have the option of choosing the 250 Minute Voice Only Plan or the 250 Minute Talk/Text Plan. Customers choosing the Voice Only Plan will be provided with 250 minutes of voice services without rollover. This plan does not include text messaging, but customers can purchase separate packages for text messaging. The 250 Minute Talk/Text Plan provides an allotment of 250 units of anytime talk and text messaging at a rate of 1 text per voice minute without rollover.

In addition, TAG Mobile affords qualified Lifeline customers the option of applying their Lifeline discount to any of TAG Mobile's service offerings, to include its Wireless Landline Replacement product or pre-paid minute plans that include data services. When applying the Lifeline discount to these expanded service offerings, the purchase of additional equipment may be required, such as the Wireless Terminal Device or a data capable handset. In the alternative, if the customer already owns equipment that is compatible with TAG Mobile's network, such equipment can be utilized with these enhanced service offerings provided it meets TAG Mobile's minimum specifications with respect to 911/E911 compliancy.

Lifeline customers can purchase additional bundles of minutes, referred to in TAG Mobile's general terms and conditions as Replenishment plans. TAG Mobile's Replenishment plans are available in 30 day increments, and include text messaging and data service. Customers who do not have data capable handsets, such as those included with the Plan, will not have access to data services purchased as a component of these Replenishment plans. TAG Mobile's Replenishment plans may also be purchased as standalone pre-paid service plans. TAG Mobile's Service Plan offerings<sup>2</sup> are as follows:

Basic Service Plan – 250 minutes, text not included (decrements at 1/1) for \$12.75  
30 Day Plan 1 – 100 minutes, up to 200 text messages & 5MB data<sup>3</sup> for \$7.00  
30 Day Plan 2 – 500 minutes, up to 1000 text messages & 20MB data for \$20.00  
30 Day Plan 3 – 1000 minutes, up to 1200 text messages & 30MB data for \$30.00  
Unlimited Talk & Text – 30 day term – for \$39.00

These Service plans, available as standalone pre-paid plans or as Replenishment or “top-up” minutes, are available for purchase at TAG's retail locations and on its website. All low-income universal service support will be used to allow TAG Mobile to provide the aforementioned Lifeline Service Plans with no monthly recurring charge, or provide a Lifeline discount on available service plan offerings, thus ensuring that consumers receive the full benefit of the universal service support funding for which TAG Mobile will seek reimbursement. TAG Mobile will not deduct airtime minutes for calls by Lifeline customers, with service addresses for Lifeline service in the State, to TAG Mobile's Customer Service (via 611 or other designated toll-free access dialing) and calls from TAG Mobile's Customer Service to such Lifeline customers to address billing, customer care and customer service issues.

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<sup>2</sup> All TAG Service Plan offerings are available for use with the Wireless Terminal Device as part of the Wireless Land Line Replacement product, however the text and data capabilities are not available with this product.

<sup>3</sup> Available on phones with data capabilities.

All TAG Mobile wireless plans also include the following custom calling features at no additional charge:

- (1) Caller ID;
- (2) Call Waiting;
- (3) Call Forwarding;
- (4) 3-Way Calling; and
- (5) Voicemail.

Under TAG Mobile's proposed Lifeline Service Plan offerings, each eligible wireless customer will receive a 911/E911 compliant handset. Attached hereto as **Exhibit 7** is information regarding the Lifeline handsets issued by TAG Mobile to its customers. Wireless handsets will be delivered at no charge to qualifying Lifeline customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline. TAG Mobile will not assess Lifeline subscribers an activation fee to enroll in TAG Mobile's Lifeline supported services.

### **C. Plan Enrollment and Prevention of Fraud, Waste and Abuse**

TAG Mobile will comply with the uniform eligibility criteria established in new section 54.409 of the FCC Rules<sup>4</sup> and 26 S.C. Code Regs. 103-690.1(E)(a)(4) as modified by Commission Order No. 2012-234. Subscribers will be required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; (2) the household's participation in one of the federal assistance programs listed in new section 54.409(a)(2); or (3) meeting eligibility criteria established by South Carolina for its residents, provided such criteria are based solely on income or factors directly related to income per new section 54.409(a)(3) of the FCC Rules. In addition, the Company will

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<sup>4</sup> 47 C.F.R. § 54.409 (effective June 1, 2012).

confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

Most of TAG's Lifeline enrollment is done in-person by TAG field representatives. Customers can also enroll at TAG's retail store locations, kiosks, and through TAG's website. TAG Mobile will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the *Lifeline Reform Order*, together with any additional state certification requirements.<sup>5</sup> Consistent with federal requirements, TAG Mobile requires customers to certify at the time of service activation and annually thereafter that they: (1) are the head of household; (2) participate in one of the state-approved means tested programs; (3) will be receiving Lifeline-supported services only from TAG Mobile; (4) do not currently receive Lifeline support; and (5) will notify TAG Mobile in the event that they no longer participate in the qualifying program. See **Exhibit 5**, pages 5-12 and Exhibits B & C, for specific information on eligibility determination procedures that would be used by TAG.

If TAG Mobile has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, the Company will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.<sup>6</sup> A demonstration of eligibility must comply with the annual verification procedures found in

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<sup>5</sup> *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb 6 2012) ("*Lifeline Reform Order*").

<sup>6</sup> *Lifeline Reform Order* at ¶ 143; 47 C.F.R. § 54.405(e)(1).

Section 54.410(f), including the submission of a certification form.<sup>7</sup>

To supplement its verification and certification procedures and to better ensure that Lifeline customers understand the service restrictions with respect to duplicates, TAG will implement procedures to prevent duplicate Lifeline benefits from being awarded to the same household. In addition to checking the National Lifeline Accountability Database when it becomes available, TAG personnel will emphasize the one Lifeline phone per household restriction in their direct sales contacts with potential customers. Training materials include a discussion of the limitation and the need to inform potential customers. At the time of enrollment, TAG will check each applicant against a pooled duplicates database established by CGM, LLC. Detailed information on the additional measures taken by TAG to prevent fraud, waste and abuse is provided in **Exhibit 5**, p. 15-19.

Furthermore, TAG Mobile commits to comply with the FCC's 60-day non-usage policy, as described in the *Lifeline Reform Order*.<sup>8</sup>

### **III. COMMISSION HAS JURISDICTION TO DESIGNATE WIRELESS ETCs**

Section 214(e)(2) of the Communications Act authorizes state commissions such as the Public Service Commission of South Carolina to designate ETC status for federal universal service purposes.<sup>9</sup> The FCC has further ruled that Section 214(e)(2) “provides state commissions with the primary responsibility for designating ETCs.”<sup>10</sup>

The FCC has promulgated rules governing ETC designations, 47 C.F.R. § 54.101, §§

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<sup>7</sup> 47 C.F.R. §54.410 (effective April 2, 2012).

<sup>8</sup> *Lifeline Reform Order* at ¶¶ 257-63.

<sup>9</sup> 47 U.S.C.A. § 214(e)(2). *See Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, First Report and Order, 12 FCC Rcd 8776, 8858-59 (¶ 145) (1997). (*Universal Service First Report & Order*”).

<sup>10</sup> *See Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 20 FCC Rcd 6371, 6372 (¶ 1, n. 2) (2005) (“*ETC Criteria Order*”) ; *see also* 26 S.C. Code Regs. § 103-690 and 103-690.1.

54.201-203, and §§ 54.205-207 (the “FCC Rules”), to establish various requirements for carriers to obtain ETC status. Applicants seeking ETC status in South Carolina must address and satisfy each of the ETC designation criteria under the FCC Rules and Regulations and 26 S.C. Code Regs. 103-690.

#### **IV. TAG MOBILE SATISFIES THE REQUIREMENTS FOR ETC DESIGNATION**

Section 254(e) of the Act provides that “only an eligible telecommunications carrier designated under section 214(e) shall be eligible to receive specific federal universal service support.” Section 214(e)(1) of the Act and Section 54.201(d) of the FCC’s rules provide that ETC applicants must be common carriers that will offer all of the services supported by universal service, either using their own facilities or a combination of their own facilities and the resale of another carrier’s services, except where the Commission has forbore from the “own facilities” requirement. Applicants must also commit to advertise the availability and rates of such services.<sup>11</sup> As detailed below, TAG Mobile satisfies each of these requirements.

##### **A. TAG Mobile Will Provide Service Consistent with the FCC’s Grant of Forbearance**

In its *Lifeline Reform Order*, the FCC decided to forbear, on its own motion, from applying the facilities requirement of Section 214(e)(1)(A) to any telecommunications carrier that seeks limited ETC designation to participate in the Lifeline program, conditioned on the ETC’s compliance with certain 911 requirements and the ETC’s filing with and approval by the FCC of a compliance plan describing the ETC’s adherence to certain protections prescribed by the FCC (“Blanket Forbearance”).

TAG Mobile seeks limited ETC designation in South Carolina to participate in the

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<sup>11</sup> See 47 U.S.C. § 214(e)(1) and 47 C.F.R. § 54.201(d)(2).

Lifeline program and has opted to pursue Blanket Forbearance. On August 8, 2012, TAG Mobile received FCC approval of its filed its Compliance Plan, as amended (“Compliance Plan”). A copy of the FCC approval notice and the approved Compliance Plan is attached hereto as **Exhibit 5**. TAG Mobile commits to providing Lifeline service in South Carolina in accordance with the Compliance Plan and requests ETC designation in South Carolina.

**B. TAG Mobile is a Common Carrier.**

Only a “common carrier” receiving designation as an ETC under 47 U.S.C. § 214 is eligible to receive subsidies from the federal USF. Wireless carriers are common carriers under federal law.<sup>12</sup> Common carriers that provide services consistent with the requirements of Section 214(e) may be deemed ETCs.<sup>13</sup>

TAG Mobile is regulated as a common carrier in connection with its provision of Commercial Mobile Radio Service (“CMRS”).<sup>14</sup> Therefore, TAG Mobile certifies that it is a common carrier under 47 U.S.C.A. § 214(e)(1) for purposes of ETC Designation.

**C. TAG Mobile Will Provide All Required Services and Functionalities**

TAG Mobile will offer all required services and functionalities. Section 214(e)(1)(A) of the Act<sup>15</sup> requires an ETC to offer the services that are supported by federal universal service support mechanisms under section 254(c). Effective December 29, 2011, pursuant to the *USF/ICC Reform Order*<sup>16</sup>, as further clarified by the *USF/ICC Order on Reconsideration*<sup>17</sup>, the

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<sup>12</sup> 47 U.S.C. § 332(c)(1).

<sup>13</sup> 47 U.S.C. § 214(e)(6) provides that wireless carriers not otherwise subject to state commission jurisdiction shall be designated as ETCs if they meet the requirements of 47 U.S.C. § 214(e)(1) consistent with applicable federal and state law.

<sup>14</sup> 47 C.F.R. § 20.9.

<sup>15</sup> 47 U.S.C. § 214(e)(1).

<sup>16</sup> *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-

FCC eliminated its former list of nine supported services and amended section 54.101(a) of its rules to specify that “voice telephony service” is supported by the federal universal service mechanisms.

Through its service arrangements with underlying carriers, TAG Mobile is able to offer all of the services and functionalities required by S.C. Code Regs. 103-690(C)(a) and Section 54.101(a) and 54.202(a) of the FCC Rules including the following:

**1. Voice Grade Access to the Public Switched Telephone Network**

TAG Mobile will offer its customers voice telephony services, including access to the Public Switched Telephone Network as required by 47 C.F.R. §§ 54.101(a) through the purchase of wholesale CMRS services from Sprint and Verizon Wireless.

**2. Local Usage**

TAG Mobile’s service will include local usage that allows customers to originate and terminate calls within a local calling area without additional charge to end users. TAG Mobile’s service plan will be able to choose between a 250 minutes voice plan, a 250 minutes talk/text plan, and other optional plans as previously described. *See also Exhibit 5*, p. 22-23 and **Exhibit 6**. To date, the FCC has not specified any minimum amount of local usage that an ETC must offer. TAG Mobile will comply with any and all minimum local usage requirements the FCC

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135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) (“*USF/ICC Reform Order*”).

<sup>17</sup> *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Order on Reconsideration, FCC 11-189 (rel. Dec. 23, 2011) (“*USF/ICC Order on Reconsideration*”).



may adopt with respect to Lifeline service offerings. Therefore, TAG Mobile satisfies the local usage criterion for ETC designation.

### **3. Access to Emergency Service**

The Company also will provide access to emergency services provided by local government or public safety officials, including 911 and enhanced 911 (“E911”) where available and will comply with any Commission requirements regarding E911-compatible handsets. The Company will comply with the FCC’s forbearance grant conditions relating to the provision of 911 and E911 services and handsets. All TAG customers will have available access to emergency calling service at the time Lifeline service is initiated and 911 access will be available from TAG handsets even if the account has no minutes remaining. Sprint and Verizon Wireless route 911 calls from TAG’s customers in the same manner as 911 calls from Sprint and Verizon Wireless’ own retail customers. TAG Mobile also commits to remit 911 revenues to local authorities. The Company commits to pay in a timely manner all applicable federal, state and local regulatory fees, including but not limited to universal service and E911 fees.<sup>18</sup>

### **4. Toll Limitation for Qualifying Low-Income Customers**

In the *Lifeline Reform Order*, the FCC stated that toll limitation service (“TLS”) would no longer be deemed a supported service.<sup>19</sup> ETCs are not required to offer TLS to low-income consumers if the Lifeline offering provides a set amount of minutes that do not distinguish between toll and non-toll calls.<sup>20</sup> The Company, like most wireless carriers, does not differentiate domestic long distance toll usage from local usage and all usage is paid for in advance. Pursuant to the *Lifeline Reform Order*, subscribers to such services are not considered to have voluntarily

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<sup>18</sup> See *TracFone Wireless, Inc. Petition to Rescind State 911/E911 Condition*, FCC Docket No. 96-45 (May 3, 2010).

<sup>19</sup> *Lifeline Reform Order* at ¶ 367.

<sup>20</sup> *Lifeline Reform Order* at ¶ 49.

elected to receive TLS.<sup>21</sup> TAG Mobile will not seek reimbursement for TLS.

## **5. Other Services**

Additionally, TAG Mobile offers its customers access to operator services, the ability to make “long distance” telephone calls, access to operator services and access to directory assistance services by dialing “411” through TAG Mobile’s own facilities or through arrangements with Sprint and Verizon Wireless.

### **D. TAG Mobile Will Meet the Additional Requirements for Designation Established by the Commission and the FCC’s Regulations**

The requirements for designation of ETCs were recently amended by the FCC. Effective April 2, 2012, 47 C.F.R. § 54.202 imposes a number of changed requirements in order to be designated an ETC under Section 214(e)(6). TAG Mobile will comply with the requirements of 47 C.F.R. § 54.202, effective April 2, 2012, and will comply with the South Carolina requirements for initial designation pursuant to 26 S.C. Code Regs. 103-690 as illustrated below.

#### **1. Commitment to Provide Service 26 S.C. Code Regs. 103-690(C)(a)(1)(A)**

TAG Mobile hereby makes a commitment to provide service throughout its proposed ETC designated service area to all customers who make a reasonable request for service. If TAG Mobile’s network already passes or covers the potential customer’s premises, TAG Mobile will provide service immediately. For those instances where a request comes from a potential customer within Applicant’s proposed ETC Designated Area but outside its existing network coverage, Applicant will provide service within a reasonable period of time if service can be provided at a reasonable cost utilizing one or more of the following methods: (1) modifying or replacing the requesting customer’s equipment; (2) deploying a roof-mounted antenna or other

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<sup>21</sup> *Lifeline Reform Order* at ¶ 230.

equipment; (3) adjusting network or customer facilities; or (4) reselling services from another carrier's facilities to provide service.

TAG Mobile not only commits to provide service throughout its Service Area, but also commits to provide universal service in a timely manner to all customers who make a reasonable request for service pursuant to the FCC Rules. If designated as a wireless ETC, TAG Mobile will provide service throughout its Service Area through the resale of services. TAG Mobile has a direct contract for wireless services from Sprint and purchases Verizon Wireless service through Coast 2 Coast. TAG Mobile is willing to accept carrier of last resort obligations throughout the universal service areas in which TAG Mobile is designated as an ETC by the Commission.

2. **Advertising and Outreach Program**  
**26 S.C. Code Regs. 103-690(C)(a)(1)(C) & (a)(7)**

TAG Mobile will advertise the availability of Supported Services and the related charges using media of general distribution as required by 47 U.S.C. § 214(e)(1)(B), 26 S.C. Code 103-690(a)(7), and 47 C.F.R. 54.201(d)(2) and in accordance with the requirements of the *Lifeline Reform Order*. TAG Mobile certifies via the Affidavit attached as **Exhibit 1** that it will comply with the requirements of 26 S.C. Code Regs. 103-690(C)(a)(7).

TAG Mobile will advertise services as an ETC in its Service Area and will publicize the availability of Lifeline services in a manner reasonably designed to reach those likely to qualify for those services. Accordingly, more low-income South Carolina residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to TAG Mobile's service.

Pursuant to 26 S.C. Code Regs. 103-690(C)(a)(1)(C), TAG Mobile advertising and outreach programs for indentifying, qualifying and enrolling eligible participants in the Lifeline

program will be done primarily by TAG Mobile's field representatives. More than 60% of TAG's enrollment is done using in-person marketing by TAG Mobile's field representatives. Approximately 30% of customer enrollment takes place at retail locations or kiosks. The remaining 10% of enrollments are done through TAG's website. Samples of TAG Mobile's marketing materials are attached as **Exhibit 8**. See also **Exhibit 5**.

The FCC adopted specific requirements for Lifeline advertising in its *Lifeline Reform Order* with which the Company complies.<sup>22</sup> The Company currently includes, and will continue to include on any new marketing materials developed, the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a government assistance program, (3) the service is non-transferable, (4) only eligible consumers may enroll in the program, (5) the program is limited to one discount per household; (6) documentation necessary for enrollment; (7) TAG Mobile's name (the ETC); and (8) notice that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.<sup>23</sup> These statements will be included in all print, audio, video and web materials used to describe or enroll customers in the Company's Lifeline service offering, as well as the Company's application forms and certification forms. This specifically includes the Company's website and other marketing materials.<sup>24</sup>

**3. Ability to Remain Functional in Emergency Situation**  
**26 S.C. Code Regs. 103-690(C)(a)(2) and 47 C.F.R. § 54.202(a)(2),**

TAG Mobile has the ability to remain functional in emergency situations. Since TAG Mobile is providing service to its customers through the use of facilities obtained from other

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<sup>22</sup> *Lifeline Reform Order* at ¶¶ 275-82.

<sup>23</sup> *Lifeline Reform Order* at ¶ 275.

<sup>24</sup> *Id.*

carriers it is able to provide to its customers the same ability to remain functional in emergency situations as currently provided by the carriers to their own customers, including access to a reasonable amount of back-up power to ensure functionality without an external power source, re-routing of traffic around damaged facilities, and the capability of managing traffic spikes resulting from emergency situations.

TAG Mobile, as well as its underlying carriers, Sprint and Verizon Wireless, have created back-up systems to ensure full functionality in the event of a loss of power or network functionality. In accordance with 26 S.C. Code Regs. § 103-690.1(B)(b)(6), TAG Mobile hereby certifies and will annually certify, that it is able to function in emergency situations. *See Exhibit 1.*

**4. Consumer Protection and Commitment to Provide Quality Service  
26 S.C. Code Regs. 103-690(C)(a)(3) and 47 C.F.R. 54.202(a)(1) & (2)**

An ETC applicant must demonstrate that it will satisfy all consumer protection and service quality standards pursuant to 26 S.C. Code Reg. 103-690(C)(a)(3). The Commission and the FCC have determined that a commitment by wireless applicants to comply with Consumer Code for Wireless Service – adopted by the Cellular Telecommunications and Internet Association’s (“CTIA”) satisfies this requirement.<sup>25</sup> Per the requirements of 47 C.F.R. § 202(a)(1)(i) TAG Mobile certifies that it will comply with the service requirements applicable to the low-income support it receives as a result of designation as an ETC for purposes of receiving Lifeline.

TAG Mobile will satisfy all consumer privacy protection standards as provided in 47 C.F.R. § 64, Subpart U as applicable and will protect Customer Proprietary Network Information

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<sup>25</sup> 47 C.F.R. § 54.202(a)(3). See Affidavit and Certification attached as **Exhibit 1**.

(“CPNI”) as required by state and federal law and will certify compliance with the same on an annual basis.

On an annual basis TAG Mobile will certify its compliance with the CTIA Consumer Code and report the number consumer complaints or trouble reports per 1,000 handsets or access lines consistent with the FCC’s *USF Order*<sup>26</sup> and 26 S.C. Code Reg. 103-690.1(B)(a) and (b)(4). TAG Mobile in general commits to satisfying all applicable state and federal requirements related to consumer protection and service quality standards.

**5. Comparable Local Usage / Rate Plan**  
**26 S.C. Code Regs. 103-690(C)(a)(4)**

As described previously TAG Mobile offers a local usage plan comparable to that offered by the ILEC in the Service Area for which it seeks designation as required by 26 S.C. Code Regs. 103-690(C)(a)(4).

**6. Equal Access**  
**26 S.C. Code Regs. 103-690(C)(a)(5) and 47 C.F.R. § 54.202(a)(5)**

South Carolina requires an acknowledgement from a prospective ETC that it may be required to “provide equal access to long distance carriers in the event no other eligible telecommunications carrier is providing equal access within the designated service area.” 26 S.C. Code Regs. 103-690(C)(a)(5).<sup>27</sup> See Affidavit attached as **Exhibit 1**.

**7. Universal Service Support**  
**26 S.C. Code Regs. 103-690(C)(a)(6)**

As described earlier, Section 214(e)(1)(A) of the Act requires an ETC to offer the services supported by federal universal service support mechanisms throughout its designated

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<sup>26</sup> *Federal-State Joint Board on Universal Service*, First Report and Order, 12 FCC Rcd 8776 at ¶ 4 (1997) (“*USF Order*”).

<sup>27</sup> The FCC’s rules no longer require an applicant to acknowledge that the FCC may require it to provide equal access to long distance carriers. See *Lifeline Reform Order*, p. 208, revised § 54.202(a).

service area “either using its own facilities or a combination of its own facilities and resale of another carrier’s services.”<sup>28</sup> As described earlier, TAG Mobile will provide wireless service through resale and has been granted Blanket Forbearance from the FCC.

**8. Financial and Technical Showing**  
**47 C.F.R. § 54.201(h)**

TAG Mobile has the financial and technical capability to provide Lifeline service. As part of the *Lifeline Reform Order*, the FCC amended its rules to require a carrier seeking designation as a Lifeline-only ETC to demonstrate that it is financially and technically capable of providing the supported Lifeline service in compliance with all of the low-income program rules.<sup>29</sup> TAG Mobile satisfies these criteria.

TAG Mobile has been providing telecommunications service since March 2010. TAG receives revenues from a number of sources that are completely independent from its Lifeline reimbursement revenue. TAG Mobile’s other revenues are from the replenishment of airtime minutes, prepaid wireless service to non-Lifeline consumers, wholesale wireless service sales, data services, and text only service packages. In addition, the Company has access to financial resources from its well-established parent company Amvensys Capital Group, LLC (“Amvensys”). Amvensys holds thirteen companies. Three offer telecommunications services and two of the three are ETCs. *See also Exhibit 5*, p. 23-24 and **Exhibit 9**, the current organizational chart for the Amvensys Capital Group. The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

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<sup>28</sup> 47 U.S.C. § 214(e)(1)(A).

<sup>29</sup> *Lifeline Reform Order*, p. 208, 47 C.F.R. § 54.201(h).

**V. DESIGNATION OF TAG MOBILE AS AN ETC IN THE STATE OF SOUTH CAROLINA SERVES THE PUBLIC INTEREST CONSISTENT WITH THE FCC’S REQUIREMENTS AND 26 S.C. CODE REGS. § 103-690(C)(b)**

The FCC has previously held that designating a competitor as an ETC in areas served by non-rural ILECs is *per se* in the public interest.<sup>30</sup> The Commission must determine that TAG Mobile’s designation is in the public interest by considering (1) the benefits of increased consumer choice and (2) the unique advantages and disadvantages of TAG Mobile’s service offering pursuant to 26 S.C. Code Regs. § 103-690(C)(b). These are the same factors used by the FCC.<sup>31</sup> TAG Mobile submits that it is in the public interest to designate TAG Mobile as an ETC.

**A. The Benefits of Increased Competitive Choice**

The FCC has long acknowledged the benefits to consumers of being able to choose from a variety of telecommunications providers and the resulting variety of telecommunications services they provide.<sup>32</sup> This is of particular interest in cases where wireless providers like TAG Mobile seek to provide service as an alternative to the ILEC. In the *Highland Cellular* case, the FCC recognized and affirmed that some households may not have access to the public switched network as provided by the ILEC.<sup>33</sup> The availability of a wireless competitor benefits all consumers. Introducing TAG Mobile into the market as an additional wireless ETC provider will afford low income South Carolina residents a wider choice of providers and available services while enhancing the competitive marketplace as ETCs compete for a finite number of Lifeline-eligible customers.

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<sup>30</sup> See *Cellco Partnership*, 16 FCC Rcd, at 45.

<sup>31</sup> 47 U.S.C. § 54.202(c).

<sup>32</sup> See e.g. *Specialized Common Carrier Services*, 29 FCC2d 870 (1971).

<sup>33</sup> Federal-State Joint Bd. on Universal Serv., *Highland Cellular, Inc., Memorandum Opinion and Order*, 19 F.C.C.R. 6422 (2004).



In order to remain competitive in low-income markets, all carriers will have greater incentives to improve networks, increase service offerings and lower prices. This results in improved consumer services and, consistent with federal law, benefits consumers by allowing TAG Mobile to offer the services designated for support at rates that are “just, reasonable, and affordable.”<sup>34</sup>

**B. Unique Advantages of TAG Mobile’s Service Offerings**

TAG Mobile submits that the public interest benefits of designating TAG Mobile as an ETC include: (1) a larger local calling area and expanded coverage area via multiple underlying carriers (as compared to traditional wireline carriers and single wireless carriers); (2) the convenience, portability, and security afforded by mobile telephone service; (3) the opportunity for customers to control cost by receiving a pre-set amount of flat-rate monthly airtime; (4) the ability to purchase additional low-cost usage at multiple convenient locations in the event that included usage has been exhausted; (5) depending on the plan chosen, the ability of users to use the supported service to send and receive “SMS” or text messages; and (6) 911 and, where available, enhanced 911 service in accordance with current FCC requirements.

In addition, the inclusion of domestic telephone toll calling as a part of TAG Mobile’s flat-rate wireless offering allows consumers to avoid the risks of becoming burdened with significant and unexpected per-minute charges for domestic telephone toll and overage charges. These per-minute overruns form the basis of a substantial number of consumer complaints to state and federal regulators. Accordingly, TAG Mobile’s offerings will help to reduce this burden on public utility regulatory boards by obviating the cause for such complaints.

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<sup>34</sup> 47 U.S.C. § 254(b)(1).

The FCC has long acknowledged the benefits to consumers of being able to choose from a variety of telecommunications providers and the resulting variety of telecommunications services they provide.<sup>35</sup> This is of particular interest in cases where wireless providers like TAG Mobile seek to provide service as an alternative to the ILEC. In the *Highland Cellular* case, the FCC recognized and affirmed that some households may not have access to the public switched network as provided by the ILEC.<sup>36</sup> The availability of a wireless competitor benefits all consumers. The availability of a wireless competitor benefits consumers who routinely drive long distances to attend work or school or to accomplish everyday tasks such as shopping or attending community and social events. The wireless service offered by TAG Mobile will provide these consumers with a convenient and affordable alternative to traditional telecommunications service that can be used while at home and away from home.

Added together, TAG Mobile expects these additional competitive advantages to create an atmosphere that will cause many qualified consumers, at their option, to select TAG Mobile's low-income wireless Lifeline service in lieu of the more traditional wireline or wireless services.

Designation of TAG Mobile as an ETC also creates competitive pressure for other wireline and wireless providers within the proposed service areas. In order to remain competitive in low-income markets, therefore, all carriers will have greater incentives to improve networks, increase service offerings and lower prices. This results in improved consumer services and, consistent with federal law, benefits consumers by allowing TAG Mobile to offer the services designated for support at rates that are "just, reasonable, and affordable."<sup>37</sup>

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<sup>35</sup> See e.g. Specialized Common Carrier Services, 29 FCC2d 870 (1971).

<sup>36</sup> Federal-State Joint Bd. on Universal Serv., Highland Cellular, Inc., *Memorandum Opinion and Order*, 19 F.C.C.R. 6422 (2004).

<sup>37</sup> 47 U.S.C. § 254(b)(1).

TAG Mobile will offer an easy to use, competitive and highly affordable wireless telecommunications service, which it will make available to qualified consumers who either have no other service alternatives or who choose a wireless prepaid solution in lieu of more traditional services.

TAG Mobile will announce and advertise telecommunications services as an ETC in its Service Area and will publicize the availability of Lifeline services in a manner reasonably designed to reach those likely to qualify for those services. Accordingly, more low-income State residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to TAG Mobile's service.

TAG Mobile's Lifeline service is available with no credit check, deposit requirement, minimum service periods, or early termination fees. These services will be an attractive and affordable alternative to all consumers, without regard to age, residency, or credit worthiness.

The Lifeline service offered by TAG Mobile also provides important benefits that are especially needed by low-income State residents in this time of economic uncertainty. Savings accounts, upon which many depend for emergencies and retirement, have significantly eroded as a result of the financial turmoil of that started in 2008. The availability of a mobile telephone will be critical to the efforts of the unemployed as they search for other employment opportunities. Without a regular paycheck, wireless telephone service would become a luxury beyond the means of many of those persons.

TAG Mobile's Lifeline program will enable thousands of residents to obtain wireless service which would otherwise be unavailable to them. In this economic environment, low-income individuals, now more than ever, can greatly benefit from the advantages offered by

TAG Mobile's Lifeline service thus allowing those adversely impacted by the failing economy or job loss to have access to a free wireless service to assist in emergency situations, facilitate job search efforts, and to maintain contact with family members.

It is also a commonly accepted fact that in today's market, qualified Lifeline customers view the portability and convenience of wireless service not as a luxury, but as a necessity. Mobile service allows children to reach their parents, wherever they may be, allows a person seeking employment the ability to be contacted by potential employers, and provides end users with the ability to contact emergency service providers, regardless of location.

Finally, designation of TAG Mobile as a wireless ETC will serve the public interest by furthering the extensive role that TAG Mobile believes it will play in the provision of communications service to low-income consumers, transient users, and other consumers who, due to the restrictive credit criteria, deposit requirements, and long-term commitments of wireline and traditional wireless service providers, are without a viable alternative and are likely to remain so.

### **C. Impact on the Universal Service Fund**

Designation of TAG Mobile as an ETC will not pose any adverse effect in the growth in the high-cost portions of the USF, nor will it create or contribute to an erosion of high-cost funding from any rural or non-rural telephone company. The FCC reaffirmed this position when it stated that "the potential growth of the fund associated with high-cost support distributed to competitive ETCs" is not relevant to carriers seeking support associated with the low-income program.<sup>38</sup>

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<sup>38</sup> Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i), CC Docket No. 96-45, Order, 20 FCC Rcd 15095 (2005) ("*TracFone Forbearance Order*") at ¶ 17.

With Lifeline, ETCs only receive support for customers they obtain. The amount of support available to an eligible subscriber is the same whether the support is given through TAG Mobile or an incumbent LEC. TAG Mobile would only increase the amount of Lifeline funding if it obtains Lifeline customers not enrolled in another ETC's Lifeline program. The FCC recognized that the total effect of additional low-income-only ETC designations would have a minimal impact on the fund when it stated that "any increase in the size of the fund would be minimal and would be outweighed by the benefit of increasing eligible participation in the Lifeline program, furthering the statutory goal of providing access to low-income consumers."<sup>39</sup> By implementing the safeguards established in the *Lifeline Reform Order*, TAG Mobile will minimize the likelihood that its customers are not eligible or are receiving duplicative support either individually or within their household. TAG Mobile's ability to increase the Lifeline participation rate of qualified low-income individuals will further the goal of Congress to provide all individuals with affordable access to telecommunications service. Any incremental increases in Lifeline expenditures are far outweighed by the significant public interest benefits of expanding the availability of affordable wireless services to low-income customers.

Approval of TAG Mobile's ETC Application will serve the public interest by increasing participation of qualified consumers in the Lifeline program in the State of South Carolina. It will also increase the number of carriers eligible for federal USF support, thereby proportionately increasing the amount of federal USF dollars available to South Carolina consumers. Granting ETC status to TAG Mobile will contribute to more South Carolina residents receiving Lifeline, thereby increasing the amount of federal USF dollars flowing into and thereby benefiting South Carolina residents.

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<sup>39</sup> *TracFone Forbearance Order*, at ¶ 17.

## **VI. ANNUAL REPORTING REQUIREMENTS**

Consistent with the requirements of 47 C.F.R. § 54.422 (effective April 2, 2012) and with 26 S.C. Code Regs. 103-690.1 TAG Mobile will comply with the federal and state annual reporting requirements. Pursuant to 26 S.C. Code Regs. 103-690(C)(a)(5) through (7), Applicant attaches **Exhibit 1** an Affidavit and Certification signed by an officer of TAG Mobile.

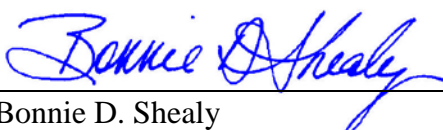
## **VII. CONCLUSION**

WHEREFORE, premises considered, having demonstrated herein that TAG Mobile satisfies all the conditions of eligibility necessary for designation as an ETC in South Carolina, and having shown that the public and universal service interests of the telecommunications consumers of the State of South Carolina will be properly served, TAG Mobile respectfully requests that the Commission promptly grant this Application and designate TAG Mobile, LLC as a wireless eligible telecommunications carrier.

Dated this 12<sup>th</sup> day of September, 2012

**TAG MOBILE, LLC**

By:



Bonnie D. Shealy  
1901 Main Street, Suite 1200  
Post Office Box 944  
Columbia, SC, 29202  
Telephone 803-779-8900  
Fax 803-252-0724  
[bshealy@robinsonlaw.com](mailto:bshealy@robinsonlaw.com)

*Attorneys for TAG MOBILE, LLC*

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**IN RE:** )  
 )  
**APPLICATION OF TAG MOBILE, LLC** )  
**FOR DESIGNATION AS AN ELIGIBLE** )  
**TELECOMMUNICATIONS CARRIER IN** )  
**THE STATE OF SOUTH CAROLINA** )

**VERIFICATION**

I, Frank Del Col, first being duly sworn upon oath, depose and say that I am an officer authorized to represent TAG Mobile, LLC, the Applicant in this application; that I have read the Application and know the contents; that the contents are true and correct to the best of my knowledge and belief.

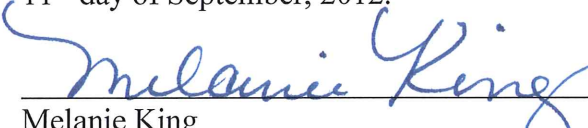
TAG MOBILE, LLC

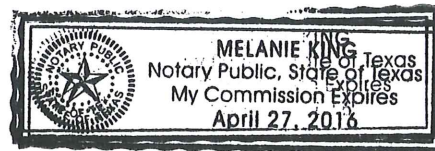
By: 

Its: President & CEO \_\_\_\_\_

Subscribed and sworn to before me this

11<sup>th</sup> day of September, 2012.

  
Melanie King



Notary Public for the state of Texas, county of Dallas.

My Commission Expires: April 27, 2016

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**IN RE:** )  
 )  
**APPLICATION OF TAG MOBILE, LLC** )  
**FOR DESIGNATION AS AN ELIGIBLE** )  
**TELECOMMUNICATIONS CARRIER IN** )  
**THE STATE OF SOUTH CAROLINA** )

**EXHIBITS**

Exhibit 1	-	Affidavit and Certification
Exhibit 2	-	Articles of Incorporation and South Carolina Certificate of Authorization
Exhibit 3	-	Officers
Exhibit 4	-	Wire Centers & Map
Exhibit 5	-	FCC's Notice of Approval of Compliance Plan and Compliance Plan
Exhibit 6	-	Terms of Service
Exhibit 7	-	Handset Specification
Exhibit 8	-	Sample Advertising
Exhibit 9	-	Amvensys Capital Group's Organizational Chart

}



**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**IN RE:** )  
 )  
**APPLICATION OF TAG MOBILE, LLC** )  
**FOR DESIGNATION AS AN ELIGIBLE** )  
**TELECOMMUNICATIONS CARRIER IN** )  
**THE STATE OF SOUTH CAROLINA** )

**EXHIBIT 1  
AFFIDAVIT AND CERTIFICATION**

## **AFFIDAVIT AND CERTIFICATION OF FRANK DEL COL**

Personally appeared before me Frank Del Col, who, being first duly sworn, deposes and states the following:

1. My name is Frank Del Col. I am employed by TAG Mobile, LLC as President & CEO. My business address is 1330 Capital Parkway, Carrollton, TX 75006. I am an officer of the Company and am authorized to make this Affidavit on its behalf, and it is based on my personal knowledge. This affidavit is given in support of the application to designate TAG Mobile, LLC ("TAG Mobile") as an eligible telecommunications carrier.

2. On behalf of TAG Mobile, I certify and assert the following:

a. TAG Mobile will provide Lifeline service in a timely manner throughout the designated service area upon reasonable request of an eligible customer;

b. TAG Mobile acknowledges that the FCC may require the Company to provide equal access to long distance carriers in the event that no other eligible telecommunications carrier is providing equal access within the service area;

c. TAG Mobile will offer the services that are supported by the federal universal service support mechanisms by using resale of another carrier's services;

d. TAG Mobile will advertise in a media of general distribution the availability of such services, including lifeline services and the applicable charges;

e. TAG Mobile will provide service within a reasonable period of time, if the potential customer is within its licensed service area but outside its existing network coverage, if service can be provided at reasonable costs;

f. TAG Mobile will implement certification policies and procedures that enable customers to demonstrate their eligibility for Lifeline assistance as required by the

*Lifeline Reform Order* and any additional state requirements;

g. TAG Mobile will comply with the FCC's 60 day non-usage policy as described in paragraphs 257-63 of the *Lifeline Reform Order*;

h. TAG Mobile certifies that it is a common carrier for purposes of ETC Designation;

i. TAG Mobile certifies that it is able to function in emergency situations;

j. TAG Mobile will comply with all applicable state and federal requirements related to consumer protection and service quality standards as outlined in the application; and

k. TAG Mobile will comply with the CTIA's Consumer Code for Wireless Service.

Dated this 11<sup>th</sup> day of September, 2012.

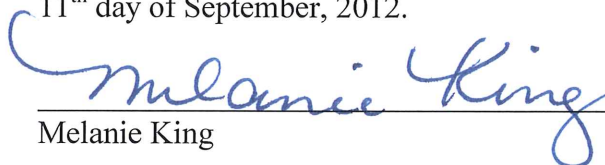
TAG MOBILE, LLC

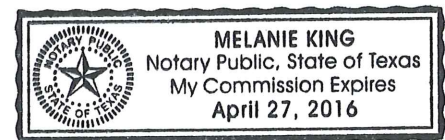
By: 

Its: President & CEO

Subscribed and sworn to before me this

11<sup>th</sup> day of September, 2012.

  
Melanie King



Notary Public for the state of Texas, county of Dallas.

My Commission Expires: April 27, 2016

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**IN RE:** )  
 )  
**APPLICATION OF TAG MOBILE, LLC** )  
**FOR DESIGNATION AS AN ELIGIBLE** )  
**TELECOMMUNICATIONS CARRIER IN** )  
**THE STATE OF SOUTH CAROLINA** )

**EXHIBIT 2**

**ARTICLES OF INCORPORATION AND  
SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION**

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

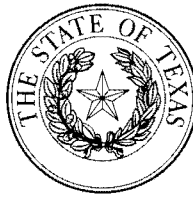
## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

TAG MOBILE, LLC, A Limited Liability Company duly organized under the laws of the State of TEXAS, and issued a certificate of authority to transact business in South Carolina on June 2nd, 2011, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
10th day of July, 2012.

  
Mark Hammond, Secretary of State



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

TAG Mobile, LLC  
801240128

[formerly: DPI Mobile LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 03/25/2011

Effective: 03/25/2011



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State



## Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

DPI Mobile LLC  
Filing Number: 801240128

Certificate of Formation

March 08, 2010

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 25, 2011.



A handwritten signature in cursive script, reading "Hope Andrade".

Hope Andrade  
Secretary of State

**Form 424**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

**Filing Fee: See instructions**

**Certificate  
of Amendment**

**Filed in the Office of the  
Secretary of State of Texas  
Filing #: 801240128 03/25/2011  
Document #: 361125290003  
Image Generated Electronically  
for Web Filing**

**Entity Information**

The filing entity is a: **Domestic Limited Liability Company (LLC)**

The name of the filing entity is: **DPI Mobile LLC**

The file number issued to the filing entity by the secretary of state is: **801240128**

**Amendment to Name**

The amendment changes the formation document of the filing entity to change the article or provision that names the entity. The article or provision is amended to read as follows:

The name of the filing entity is:

**TAG Mobile, LLC**

A letter of consent, if applicable, is attached.

**Statement of Approval**

The amendment has been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

**Effectiveness of Filing**

☒ A. This document becomes effective when the document is filed by the secretary of state.

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and declares under penalty of perjury that the undersigned is authorized under the Texas Business Organizations Code to execute the filing instrument.

Date: **March 25, 2011**

**Frank Del Col, CEO**

Signature of authorized person

**FILING OFFICE COPY**





Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$300

**Certificate of Formation  
Limited Liability Company**

**Filed in the Office of the  
Secretary of State of Texas  
Filing #: 801240128 03/08/2010  
Document #: 297780790002  
Image Generated Electronically  
for Web Filing**

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**DPI Mobile LLC**

**Article 2 – Registered Agent and Registered Office**

☒ A. The initial registered agent is an organization (cannot be company named above) by the name of:

**Amvensys Telecom Holdings, LLC**

**OR**

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

**Street Address:**

**3350 Boyington**

**Ste. 200 Carrollton TX 75006**

**Consent of Registered Agent**

☐ A. A copy of the consent of registered agent is attached.

**OR**

☒ B. The consent of the registered agent is maintained by the entity.

**Article 3 - Governing Authority**

☐ A. The limited liability company is to be managed by managers.

**OR**

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: (Business Name) **Amvensys Telecom Holdings, LLC**

Address: **7500 San Felipe Houston TX, USA 77063**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

**Z. Ed Lateef**      **7500 San Felipe, Ste. 600, Houston, TX 77063**

Effectiveness of Filing

☐ A. This document becomes effective when the document is filed by the secretary of state.

OR

☒ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is: **March 9, 2010**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Z. Lateef**

Signature of Organizer

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

<b>IN RE:</b>	)
	)
<b>APPLICATION OF TAG MOBILE, LLC</b>	)
<b>FOR DESIGNATION AS AN ELIGIBLE</b>	)
<b>TELECOMMUNICATIONS CARRIER IN</b>	)
<b>THE STATE OF SOUTH CAROLINA</b>	)

**EXHIBIT 3**

**OFFICERS**

## **TAG Mobile, LLC Officer Information**

### **Frank Del Col, President & CEO, TAG Mobile, LLC**

Frank Del Col holds a BSEET degree from Davenport University Toronto. He has over 26 years of experience all in the Wireless Carrier Industry. He has held senior management positions in companies that include Verizon, Nextel, McCaw, ATT/Centennial, ATC, Trintel and others. He has successfully led teams that launched regional mobile networks across multiple states and technologies in the US.

### **Susan Do, Corporate Counsel and Secretary, Amvensys Capital Group, LLC & subsidiaries**

Serving as a shared resource, Susan Do provides legal support to ACG and its subsidiaries in contract review and negotiation, M&A, regulatory & compliance, maintenance of intellectual property, employment law, and other in-house legal matters. Susan began her legal career as Staff Counsel to a pharmaceutical company focused on cancer treatment. Prior to her legal work, Susan served as Deputy Director of a community rebuilding non-profit organization in New Orleans, Louisiana after Hurricane Katrina. She graduated *cum laude* with a BA in Communications from Loyola University New Orleans and obtained a JD from Loyola University New Orleans College of Law. She is a licensed attorney in Texas.

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

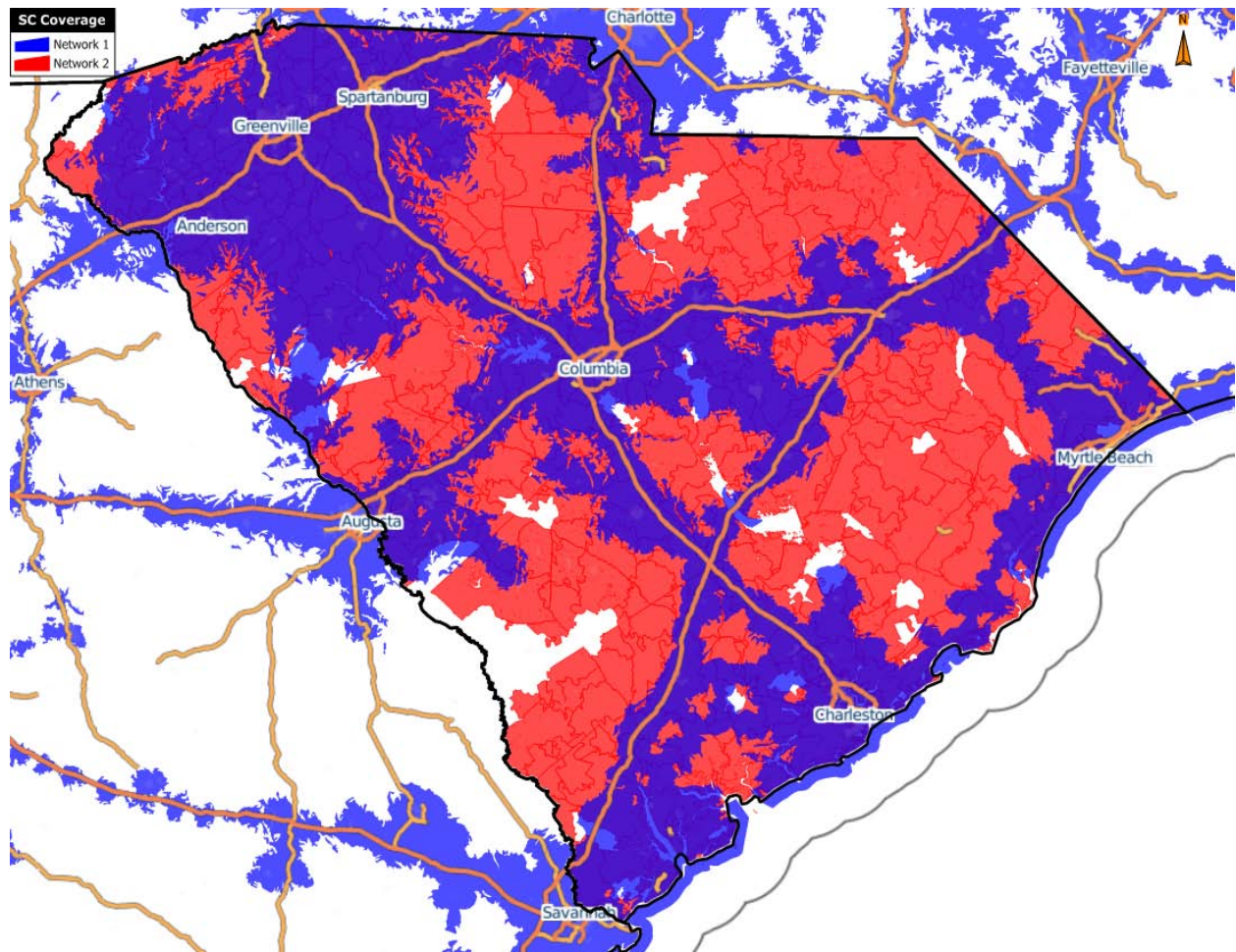
**IN RE:** )  
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**APPLICATION OF TAG MOBILE, LLC** )  
**FOR DESIGNATION AS AN ELIGIBLE** )  
**TELECOMMUNICATIONS CARRIER IN** )  
**THE STATE OF SOUTH CAROLINA** )

**EXHIBIT 4**

**WIRE CENTERS & MAP**

**VERIZON WIRELESS COVERAGE AREA IS RED.**

**SPRINT'S COVERAGE AREA IS BLUE.**



CLLI	Latitude	Longitude	first 6	City	State
ABVLSCXA	34.17782	-82.38158	ABVLSC	Abbeville	SC
ABVLSCXA	34.17782	-82.38158	ABVLSC	Abbeville	SC
AIKNSCMA	33.56442	-81.72142	AIKNSC	Aiken	SC
AIKNSCMA	33.56037	-81.7218	AIKNSC	Aiken	SC
AIKNSCMA	33.56037	-81.7218	AIKNSC	Aiken	SC
AIKNSCMA	33.56037	-81.7218	AIKNSC	Aiken	SC
AIKNSCMA	33.56037	-81.7218	AIKNSC	Aiken	SC
AIKNSCMA	33.56037	-81.7218	AIKNSC	Aiken	SC
AIKNSCMA	33.56442	-81.72142	AIKNSC	Aiken	SC
ANDRSCXA	33.45158	-79.5627	ANDRSC	Andrews	SC
ARSNSCAH	34.43949	-82.61135	ARSNSC	ANDERSON	SC
ARSNSCMA	34.50923	-82.6512	ARSNSC	ANDERSON	SC
ARSNSCMA	34.50805	-82.65283	ARSNSC	ANDERSON	SC
ARSNSCMA	34.50805	-82.65283	ARSNSC	ANDERSON	SC
ARSNSCMA	34.50805	-82.65283	ARSNSC	ANDERSON	SC
ARSNSCMA	34.50805	-82.65283	ARSNSC	ANDERSON	SC
ARSNSCTV	34.52788	-82.84536	ARSNSC	ANDERSON	SC
AWDWSCXA	32.98816	-79.64262	AWDWSC	AWENDAW	SC
AYNRSCXA	33.99981	-79.19975	AYNRSC	AYNOR	SC
BATHSCMA	33.4987	-81.87509	BATHSC	BATH	SC
BAVLSCMA	33.35204	-81.27083	BAVLSC	Blackville	SC
BETNSCMA	34.52493	-82.49204	BETNSC	Belton	SC
BEVLSCMA	34.61794	-79.68166	BEVLSC	BENNETTSVILLE	SC
BFTNSCAQ	32.24262	-80.82381	BFTNSC	BLUFFTON	SC
BFTNSCXA	32.23342	-80.86413	BFTNSC	BLUFFTON	SC
BFTNSCXA	32.23276	-80.8563	BFTNSC	BLUFFTON	SC
BHISSCMA	33.42996	-81.89204	BHISSC	Beech Island	SC
BHVLSCXA	33.25042	-80.81546	BHVLSC	BRANCHVILLE	SC
BLBGSCMA	35.1226	-81.51664	BLBGSC	BLACKSBURG	SC
BLNHSCMA	34.50923	-79.6565	BLNHSC	BLLENHEIM	SC
BLRGSCMA	35.03068	-82.30221	BLRGSC	BLUE RIDGE	SC
BLRGSCMA	35.03068	-82.30221	BLRGSC	BLUE RIDGE	SC
BMBRSCMA	33.30032	-81.03627	BMBRSC	BAMBERG	SC
BONNSCXA	33.30461	-79.96218	BONNSC	Saint Stephen	SC
BRWLSCBE	33.24749	-81.36683	BRWLSC	Barnwell	SC
BSVLSCAV	34.21594	-80.25417	BSVLSC	BISHOPVILLE	SC
BSVLSCXA	34.21914	-80.24799	BSVLSC	BISHOPVILLE	SC
BSVLSCXA	34.21914	-80.24799	BSVLSC	BISHOPVILLE	SC
BSVLSCXB	34.20818	-80.26002	BSVLSC	BISHOPVILLE	SC
BTBGSCBB	33.90913	-81.52793	BTBGSC	Batesburg	SC
BTBGSCMA	33.9071	-81.54846	BTBGSC	Batesburg	SC
BTHNSCXA	34.41776	-80.35068	BTHNSC	BETHUNE	SC
BUFTSC01	32.43556	-80.67732	BUFTSC	Beaufort	SC
BUFTSC01	32.43556	-80.67732	BUFTSC	Beaufort	SC
BUFTSCCN	32.44071	-80.6881	BUFTSC	Beaufort	SC
BUFTSCXA	32.43556	-80.67732	BUFTSC	Beaufort	SC

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CHTNSCDT	32.78422	-79.93725	CHTNSC	Charleston	SC
CHTNSCFU	32.78012	-79.93155	CHTNSC	Charleston	SC
CHTNSCFU	32.78012	-79.93155	CHTNSC	Charleston	SC
CHTNSCJM	32.73403	-79.96841	CHTNSC	Charleston	SC
CHTNSCJN	32.72121	-80.08584	CHTNSC	Charleston	SC
CHTNSCLB	32.86464	-80.05057	CHTNSC	Charleston	SC
CHTNSCLB	32.891	-80.06967	CHTNSC	Charleston	SC
CHTNSCNO	32.86077	-79.98538	CHTNSC	Charleston	SC
CHTNSCNO	32.85705	-79.9854	CHTNSC	Charleston	SC
CHTNSCNO	32.85705	-79.9854	CHTNSC	Charleston	SC
CHTNSCPS	32.79028	-79.92961	CHTNSC	Charleston	SC
CHTNSCPS	32.79028	-79.92961	CHTNSC	Charleston	SC
CHTNSCPS	32.79028	-79.92961	CHTNSC	Charleston	SC
CHTNSCPS	32.79028	-79.92961	CHTNSC	Charleston	SC
CHTNSCPS	32.79028	-79.92961	CHTNSC	Charleston	SC
CHTNSCPS	32.79028	-79.92961	CHTNSC	Charleston	SC
CHTNSCPS	32.79028	-79.92961	CHTNSC	Charleston	SC
CHTNSCPS	32.79028	-79.92961	CHTNSC	Charleston	SC
CHTNSCTS	32.78977	-79.93017	CHTNSC	Charleston	SC
CHTNSCVD	32.79434	-79.99967	CHTNSC	Charleston	SC
CHTNSCVD	32.77328	-79.97025	CHTNSC	Charleston	SC
CHTNSCWA	32.78407	-79.99792	CHTNSC	Charleston	SC
CHTNSCWA	32.78407	-79.99792	CHTNSC	Charleston	SC
CHTNSCWA	32.78413	-80.0008	CHTNSC	Charleston	SC
CLCKSCXA	33.62759	-79.03383	CLCKSC	BURGESS	SC
CLCKSCXA	33.62759	-79.03383	CLCKSC	BURGESS	SC
CLFLSCXA	34.08769	-82.58732	CLFLSC	Calhoun Falls	SC
CLHLSCXA	33.69341	-82.19761	CLHLSC	CLARKS HILL	SC
CLIOSCMA	34.57958	-79.54289	CLIOSC	CLIO	SC
CLMASCAR	34.05739	-81.01107	CLMASC	Cayce	SC
CLMASCAR	34.07365	-80.99961	CLMASC	Cayce	SC
CLMASCAR	34.05739	-81.01107	CLMASC	Cayce	SC
CLMASCBQ	34.08015	-80.99701	CLMASC	Cayce	SC
CLMASCCH	34.08689	-80.93291	CLMASC	Cayce	SC
CLMASCCH	34.08878	-80.93591	CLMASC	Cayce	SC
CLMASCDF	34.11218	-81.19141	CLMASC	Cayce	SC
CLMASCEA	34.00433	-81.035	CLMASC	Cayce	SC
CLMASCEA	34.00433	-81.035	CLMASC	Cayce	SC
CLMASCEA	34.00433	-81.035	CLMASC	Cayce	SC
CLMASCJX	34.04495	-81.11692	CLMASC	Cayce	SC
CLMASCJX	34.04495	-81.11692	CLMASC	Cayce	SC
CLMASCJX	34.04495	-81.11692	CLMASC	Cayce	SC
CLMASCLN	34.00325	-81.03153	CLMASC	Cayce	SC
CLMASCMG	34.01597	-81.00449	CLMASC	Cayce	SC
CLMASCMI	33.98529	-81.02864	CLMASC	Cayce	SC
CLMASCMV	34.04495	-81.11692	CLMASC	Cayce	SC
CLMASCMV	34.04495	-81.11692	CLMASC	Cayce	SC
CLMASCPA	34.07801	-80.95687	CLMASC	Cayce	SC

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CLMASCSW	33.97535	-81.07304	CLMASC	Cayce	SC
CLMASCSW	33.97534	-81.07154	CLMASC	Cayce	SC
CLMASCTL	34.00758	-81.0283	CLMASC	Cayce	SC
CLMASCTL	34.00758	-81.0283	CLMASC	Cayce	SC
CLMASCTL	34.00758	-81.0283	CLMASC	Cayce	SC
CLMASCTL	34.00758	-81.0283	CLMASC	Cayce	SC
CLMASCTS	34.00395	-81.03481	CLMASC	Cayce	SC
CLMASCTS	34.00567	-81.03623	CLMASC	Cayce	SC
CLMASCTS	34.00395	-81.03481	CLMASC	Cayce	SC
CLMASCTS	34.00395	-81.03481	CLMASC	Cayce	SC
CLMASCTS	34.00395	-81.03481	CLMASC	Cayce	SC
CLMBSC32	34.02799	-81.05871	CLMBSC	Columbia	SC
CLMBSC32	34.02604	-81.06144	CLMBSC	Columbia	SC
CLMBSC32	34.02604	-81.06144	CLMBSC	Columbia	SC
CLMBSC44	33.98454	-81.03813	CLMBSC	Columbia	SC
CLMBSC44	33.98454	-81.03813	CLMBSC	Columbia	SC
CLMBSC44	33.98454	-81.03813	CLMBSC	Columbia	SC
CLMBSCCI	33.98585	-81.03999	CLMBSC	Columbia	SC
CLMBSCSN	34.00083	-81.02682	CLMBSC	Columbia	SC
CLNSNCMA	34.6842	-82.83745	CLNSNC	CLEMSON	SC
CLNSNCMA	34.6842	-82.83745	CLNSNC	CLEMSON	SC
CLNSNCMA	34.6842	-82.83745	CLNSNC	CLEMSON	SC
CLTNSCMA	34.46999	-81.88071	CLTNSC	Clinton	SC
CLTNSCMA	34.46642	-81.87983	CLTNSC	Clinton	SC
CLVRSCES	35.11111	-81.22158	CLVRSC	CLOVER	SC
CMDNSCLG	34.21866	-80.69621	CMDNSC	Camden	SC
CMDNSCLG	34.21866	-80.69621	CMDNSC	Camden	SC
CMDNSCMA	34.249	-80.60744	CMDNSC	Camden	SC
CMDNSCMA	34.24883	-80.60843	CMDNSC	Camden	SC
CMPBSCXA	35.11561	-82.1489	CMPBSC	CAMPOBELLO	SC
CMRNSCXA	33.56422	-80.71403	CMRNSC	CAMERON	SC
CMRNSCXA	33.56422	-80.71403	CMRNSC	CAMERON	SC
CNWYSC01	33.85168	-79.05564	CNWYSC	Conway	SC
CNWYSC10	33.88287	-79.07321	CNWYSC	Conway	SC
CNWYSCXA	33.83701	-79.04878	CNWYSC	Conway	SC
CNWYSCXB	33.79075	-79.11218	CNWYSC	Conway	SC
CNWYSCXB	33.78959	-79.11228	CNWYSC	Conway	SC
CNWYSCXC	33.77678	-78.99756	CNWYSC	Conway	SC
CNWYSCXC	33.77371	-78.9875	CNWYSC	Conway	SC
CNWYSCXC	33.77371	-78.9875	CNWYSC	Conway	SC
CNWYSCXC	33.77678	-78.99756	CNWYSC	Conway	SC
CNWYSCXE	33.77178	-78.9883	CNWYSC	Conway	SC
CNWYSCXM	33.89076	-79.04741	CNWYSC	Conway	SC
CNWYSCXM	33.89076	-79.04741	CNWYSC	Conway	SC
CRHLSCXA	34.30434	-81.98447	CRHLSC	CROSS HILL	SC
CRSSSCXA	33.32884	-80.15121	CRSSSC	CROSS	SC
CTVLSCXA	32.93132	-80.48353	CTVLSC	COTTAGEVILLE	SC

CWPNSCMA	35.0141	-81.80489	CWPNSC	COWPENS	SC
DLLNSCMA	34.41678	-79.36938	DLLNSC	Dillon	SC
DNMKSCES	33.32632	-81.14205	DNMKSC	Denmark	SC
DRTNSCAM	34.2958	-79.85265	DRTNSC	DARLINGTON	SC
DRTNSCAM	34.2958	-79.85265	DRTNSC	DARLINGTON	SC
DRTNSCMA	34.30237	-79.87404	DRTNSC	DARLINGTON	SC
DRTNSCMA	34.30336	-79.87336	DRTNSC	DARLINGTON	SC
DWSTSCXA	34.33092	-82.39199	DWSTSC	DUE WEST	SC
DWSTSCXA	34.33092	-82.39199	DWSTSC	DUE WEST	SC
EDBHSCMA	32.48378	-80.33056	EDBHSC	EDISTO BEACH	SC
EDFDSCMA	33.79006	-81.9231	EDFDSC	Edgefield	SC
ELLRSCXA	33.53216	-80.56959	ELLRSC	ELLOREE	SC
ELLRSCXA	33.53216	-80.56959	ELLRSC	ELLOREE	SC
ENORSCXA	34.65759	-81.96155	ENORSC	ENOREE	SC
ENORSCXA	34.65759	-81.96155	ENORSC	ENOREE	SC
EOVRSCMA	33.88221	-80.6927	EOVRSC	EASTOVER	SC
ESLYSCMA	34.827	-82.60486	ESLYSC	Easley	SC
ESTLSCXA	32.75248	-81.23388	ESTLSC	Estill	SC
ETVLSCXA	33.39845	-80.34803	ETVLSC	Eutawville	SC
FLBHSCMA	32.65554	-79.94333	FLBHSC	FOLLY BEACH	SC
FLRNSCAL	34.13153	-79.79437	FLRNSC	FLORENCE	SC
FLRNSCAT	34.22938	-79.79327	FLRNSC	FLORENCE	SC
FLRNSCAT	34.22938	-79.79327	FLRNSC	FLORENCE	SC
FLRNSCAT	34.22938	-79.79327	FLRNSC	FLORENCE	SC
FLRNSCAT	34.22938	-79.79327	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19495	-79.77017	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19495	-79.77017	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19495	-79.77017	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19943	-79.76885	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19495	-79.77017	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19495	-79.77017	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19495	-79.77017	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19495	-79.77017	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19495	-79.77017	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19495	-79.77017	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19495	-79.77017	FLRNSC	FLORENCE	SC
FLRNSCMA	34.19495	-79.77017	FLRNSC	FLORENCE	SC
FLRNSCMC	34.19696	-79.76418	FLRNSC	FLORENCE	SC
FLRNSCMC	34.19696	-79.76418	FLRNSC	FLORENCE	SC

[illegible]

GNVLSCHP	34.85474	-82.40011	GNVLSC	GREENVILLE	SC
GNVLSCHP	34.85559	-82.4031	GNVLSC	GREENVILLE	SC
GNVLSCHP	34.85474	-82.40011	GNVLSC	GREENVILLE	SC
GNVLSCHP	34.85474	-82.40011	GNVLSC	GREENVILLE	SC
GNVLSCLL	34.84928	-82.40116	GNVLSC	GREENVILLE	SC
GNVLSCMC	34.85117	-82.40483	GNVLSC	GREENVILLE	SC
GNVLSCMC	34.85117	-82.40483	GNVLSC	GREENVILLE	SC
GNVLSCMC	34.85117	-82.40483	GNVLSC	GREENVILLE	SC
GNVLSCMZ	34.81625	-82.29801	GNVLSC	GREENVILLE	SC
GNVLSCMZ	34.81625	-82.29801	GNVLSC	GREENVILLE	SC
GNVLSCMZ	34.82242	-82.30356	GNVLSC	GREENVILLE	SC
GNVLSCTL	34.85559	-82.4031	GNVLSC	GREENVILLE	SC
GNVLSCTL	34.85502	-82.40074	GNVLSC	GREENVILLE	SC
GNVLSCTL	34.85502	-82.40074	GNVLSC	GREENVILLE	SC
GNVLSCTL	34.85559	-82.4031	GNVLSC	GREENVILLE	SC
GNVLSCTL	34.85502	-82.40074	GNVLSC	GREENVILLE	SC
GNVLSCTL	34.85502	-82.40074	GNVLSC	GREENVILLE	SC
GNVLSCTL	34.85502	-82.40074	GNVLSC	GREENVILLE	SC
GNVLSCTL	34.85502	-82.40074	GNVLSC	GREENVILLE	SC
GNVLSCTL	34.85502	-82.40074	GNVLSC	GREENVILLE	SC
GNVLSCTL	34.85502	-82.40074	GNVLSC	GREENVILLE	SC
GNVLSCTL	34.85502	-82.40074	GNVLSC	GREENVILLE	SC
GNVLSCVL	34.85367	-82.40291	GNVLSC	GREENVILLE	SC
GNVLSCVL	34.85367	-82.40291	GNVLSC	GREENVILLE	SC
GNVLSWE	34.84689	-82.46139	GNVLSC	GREENVILLE	SC
GNVWSCWP	34.62995	-82.39065	GNVLSC	GREENVILLE	SC
GNVWSCWR	34.82636	-82.3007	GNVLSC	GREENVILLE	SC
GNVWSCWR	34.81374	-82.29684	GNVLSC	GREENVILLE	SC
GNVMS32	34.84682	-82.43987	GNVMS	Greenville	SC
GNVMS32	34.84682	-82.43987	GNVMS	Greenville	SC
GNVMSCBU	34.84693	-82.44101	GNVMS	Greenville	SC
GNVMSCOI	34.83897	-82.35667	GNVMS	Greenville	SC
GNWDSCLL	34.19183	-82.09155	GNWDSC	GREENWOOD	SC
GNWDSCXB	34.16826	-82.1408	GNWDSC	GREENWOOD	SC
GNWDSCXC	34.19038	-82.16362	GNWDSC	GREENWOOD	SC
GNWDSCXC	34.1907	-82.16201	GNWDSC	GREENWOOD	SC
GNWDSCXC	34.1907	-82.16201	GNWDSC	GREENWOOD	SC
GNWDSCXC	34.1907	-82.16201	GNWDSC	GREENWOOD	SC
GNWDSCXC	34.1907	-82.16201	GNWDSC	GREENWOOD	SC
GNWDSCXC	34.1907	-82.16201	GNWDSC	GREENWOOD	SC
GNWDSCXC	34.1907	-82.16201	GNWDSC	GREENWOOD	SC
GNWDSCXC	34.1907	-82.16201	GNWDSC	GREENWOOD	SC
GNWDSCXC	34.1907	-82.16201	GNWDSC	GREENWOOD	SC
GNWDSCXC	34.1907	-82.16201	GNWDSC	GREENWOOD	SC
GNWDSCXC	34.1907	-82.16201	GNWDSC	GREENWOOD	SC
GNWDSCXC	34.1907	-82.16201	GNWDSC	GREENWOOD	SC
GRCRSCXA	34.606	-82.11601	GRCRSC	GRAY COURT	SC
GRCRSCXA	34.606	-82.11601	GRCRSC	GRAY COURT	SC
GRCRSCXA	34.606	-82.11601	GRCRSC	GRAY COURT	SC
GRERSCMA	34.93945	-82.22775	GRERSC	Greer	SC
GRERSCMA	34.94145	-82.23019	GRERSC	Greer	SC
GRFLSCXA	34.5666	-80.90025	GRFLSC	GREAT FALLS	SC

GRTWSCBE	33.37741	-79.29551	GRTWSC	Georgetown	SC
GRTWSCXA	33.36933	-79.28714	GRTWSC	Georgetown	SC
GRTWSCXA	33.36933	-79.28714	GRTWSC	Georgetown	SC
GRTWSCXA	33.36933	-79.28714	GRTWSC	Georgetown	SC
GRTWSCXA	33.36888	-79.2904	GRTWSC	Georgetown	SC
GRVLSCXA	33.57919	-79.99004	GRVLSC	GREELEYVILLE	SC
GRVLSCXA	33.57919	-79.99004	GRVLSC	GREELEYVILLE	SC
HCTVSCXA	34.5241	-82.18827	HCTVSC	HICKORY TAVERN	SC
HCTVSCXA	34.5241	-82.18827	HCTVSC	HICKORY TAVERN	SC
HDGSSCXA	34.28435	-82.24458	HDGSSC	HODGES	SC
HLHDSCXA	32.172	-80.73567	HLHDSC	Hilton Head	SC
HLHDSCXA	32.172	-80.73567	HLHDSC	Hilton Head	SC
HLHDSCXB	32.13488	-80.80369	HLHDSC	Hilton Head	SC
HLHDSCXB	32.13359	-80.80057	HLHDSC	Hilton Head	SC
HLHDSCXC	32.2154	-80.72046	HLHDSC	Hilton Head	SC
HLHDSCXC	32.22396	-80.71655	HLHDSC	Hilton Head	SC
HLHLSCXA	33.32246	-80.41567	HLHLSC	Holly Hill	SC
HLVLSCXA	33.21515	-80.44854	HLVLSC	HARLEYVILLE	SC
HLVLSCXA	33.21515	-80.44854	HLVLSC	HARLEYVILLE	SC
HLWDSCXA	32.73434	-80.24305	HLWDSC	HOLLYWOOD	SC
HLWDSCXA	32.73434	-80.24305	HLWDSC	HOLLYWOOD	SC
HMNGSCXA	33.75492	-79.44603	HMNGSC	HEMINGWAY	SC
HMPNSCXA	32.86893	-81.11057	HMPNSC	Hampton	SC
HMPNSCXA	32.86893	-81.11057	HMPNSC	Hampton	SC
HNPWSCMA	34.44848	-82.39167	HNPWSC	Honea Path	SC
HNVLSCXA	32.81034	-80.72574	HNVLSC	HENDERSONVILLE	SC
HRVLSCXA	32.28473	-81.07806	HRVLSC	Hardeeville	SC
HRVLSCXA	32.28476	-81.07922	HRVLSC	Hardeeville	SC
HTVLSCED	34.30267	-79.98545	HTVLSC	Hartsville	SC
HTVLSCMA	34.37601	-80.07473	HTVLSC	Hartsville	SC
HTVLSCMA	34.37617	-80.07395	HTVLSC	Hartsville	SC
HUGRSCXA	33.10124	-79.80363	HUGRSC	HUGER	SC
INMNSCXA	35.04999	-82.09232	INMNSC	Inman	SC
INMNSCXA	35.04828	-82.09147	INMNSC	Inman	SC
IRMOSCAP	34.08729	-81.14799	IRMOSC	Irmo	SC
IRMOSCAP	34.08729	-81.14799	IRMOSC	Irmo	SC
IRMOSCAP	34.08729	-81.14799	IRMOSC	Irmo	SC
IVA SCXA	34.30676	-82.66726	IVA SC	IVA	SC
JCSNSCXA	33.32751	-81.79172	JCSNSC	Jackson	SC
JCSNSCXA	33.32751	-81.79172	JCSNSC	Jackson	SC
JFSNSCXA	34.65004	-80.39162	JFSNSC	JEFFERSON	SC
JHTNSCMA	33.82981	-81.79984	JHTNSC	Johnston	SC
JMTWSCXA	33.28281	-79.6869	JMTWSC	JAMESTOWN	SC
JNVLSCMA	34.83439	-81.68221	JNVLSC	JONESVILLE	SC
JONNSCES	34.41479	-81.8115	JONNSC	Joanna	SC
JSVLSCXA	33.81852	-79.45028	JSVLSC	JOHNSONVILLE	SC
JSVLSCXA	33.81852	-79.45028	JSVLSC	JOHNSONVILLE	SC

KGTRSCXA	33.66544	-79.82971	KGTRSC	Kingstree	SC
KRSHSCXB	34.54872	-80.58503	KRSHSC	Kershaw	SC
LAMRSCXA	34.17303	-80.0632	LAMRSC	LAMAR	SC
LANESCXA	33.52401	-79.87555	LANESC	LANE	SC
LANESCXA	33.52401	-79.87555	LANESC	LANE	SC
LATTSCLS	34.3367	-79.43346	LATTSC	LATTA	SC
LBRTSCMA	34.78494	-82.69419	LBRTSC	LIBERTY	SC
LBRTSCMA	34.78494	-82.69419	LBRTSC	LIBERTY	SC
LCKHSCXA	34.7815	-81.45988	LCKHSC	LOCKHART	SC
LCKHSCXA	34.7815	-81.45988	LCKHSC	LOCKHART	SC
LGFFSCAD	34.21379	-80.68679	LGFFSC	Lugoff	SC
LKCYSCXA	33.87038	-79.75331	LKCYSC	Lake City	SC
LKCYSCXA	33.87038	-79.75331	LKCYSC	Lake City	SC
LKVWSCMA	34.34361	-79.17092	LKVWSC	LAKE VIEW	SC
LKWDSCXA	33.68297	-78.96501	LKWDSC	LAKEWOOD	SC
LKWLSCRS	35.11891	-81.0839	LKWLSC	CLOVER	SC
LKWLSCRS	35.11891	-81.0839	LKWLSC	CLOVER	SC
LNCSSCAN	34.71915	-80.76633	LNCSSC	LANCASTER	SC
LNCSSCXA	34.71844	-80.77104	LNCSSC	LANCASTER	SC
LNCSSCXA	34.71844	-80.77104	LNCSSC	LANCASTER	SC
LNCSSCXA	34.71844	-80.77104	LNCSSC	LANCASTER	SC
LNDRSCXA	35.17563	-82.18347	LNDRSC	LANDRUM	SC
LODGSCXA	33.06686	-80.94927	LODGSC	LODGE	SC
LORISCXA	34.05753	-78.89189	LORISC	Conway	SC
LRBYSCXA	32.46048	-80.78773	LRBYSC	LAUREL BAY	SC
LRNSSC00	34.53957	-82.04735	LRNSSC	LAURENS	SC
LRNSSCXB	34.50717	-82.02543	LRNSSC	LAURENS	SC
LRNSSCXB	34.5058	-82.02197	LRNSSC	LAURENS	SC
LRNSSCXB	34.5058	-82.02197	LRNSSC	LAURENS	SC
LRNSSCXB	34.50717	-82.02543	LRNSSC	LAURENS	SC
LRNSSCXB	34.5058	-82.02197	LRNSSC	LAURENS	SC
LRNSSCXC	34.49929	-82.01872	LRNSSC	LAURENS	SC
LRNSSCXC	34.49929	-82.01872	LRNSSC	LAURENS	SC
LWVLSCXA	34.80004	-81.04023	LWVLSC	LEWISVILLE	SC
LXTNSCBT	33.93186	-81.29127	LXTNSC	Lexington	SC
LXTNSCXB	33.98184	-81.24173	LXTNSC	Lexington	SC
LXTNSCXC	33.98214	-81.23754	LXTNSC	Lexington	SC
LXTNSCXC	33.98214	-81.23754	LXTNSC	Lexington	SC
LXTNSCXC	33.98184	-81.24173	LXTNSC	Lexington	SC
LYBGSCXA	34.05895	-80.07846	LYBGSC	LYNCHBURG	SC
LYBGSCXA	34.05895	-80.07846	LYBGSC	LYNCHBURG	SC
LYMNSCES	34.95358	-82.11817	LYMNSC	Duncan	SC
LYMNSCIP	34.90745	-82.09202	LYMNSC	Duncan	SC
LYMNSCIP	34.90804	-82.09808	LYMNSC	Duncan	SC
MARNSCBN	33.97888	-79.35372	MARNSC	BRITTONS NECK	SC
MARNSCMA	34.18	-79.39802	MARNSC	BRITTONS NECK	SC
MCBESCXA	34.46805	-80.26019	MCBESC	MCBEE	SC



MCCLSMA	34.66999	-79.5391	MCCLSC	MCCOLL	
MCCRSCXB	33.91435	-82.29688	MCCRSC	MCCORMICK	
MCDNSCXA	33.28075	-79.87641	MCDNSC	Moncks Corner	
MCRKSCXA	32.25982	-80.85256	MCRKSC	Bluffton	
MLNSSCW	34.20685	-79.25433	MLNSSC	Mullins	
MLVLSCXA	33.09159	-79.46137	MLVLSC	MCCLELLANVILLE	
MNCRSCXB	33.19926	-80.00845	MNCRSC	MONCKS CORNER	
MNCRSCXB	33.19926	-80.00845	MNCRSC	MONCKS CORNER	
MNNGSCXA	33.69531	-80.21188	MNNGSC	Manning	
MNPLSCES	32.79436	-79.86241	MNPLSC	Mount Pleasant	
MNPLSCES	32.79316	-79.86544	MNPLSC	Mount Pleasant	
MRINSCXA	33.56915	-79.0264	MRINSC	Murrells Inlet	
MRTTSCMA	35.03306	-82.50252	MRTTSC	MARIETTA	
MTCRSCXA	34.04272	-82.53324	MTCRSC	MOUNT CARMEL	
MTVLSCXA	34.3587	-81.96453	MTVLSC	MOUNTVILLE	
MYBHSC38	33.69388	-78.88448	MYBHSC	MYRTLE BEACH	
MYBHSC38	33.70022	-78.88614	MYBHSC	MYRTLE BEACH	
MYBHSC38	33.70022	-78.88614	MYBHSC	MYRTLE BEACH	
MYBHSF	33.70022	-78.88614	MYBHSC	MYRTLE BEACH	
MYBHSF	33.70022	-78.88614	MYBHSC	MYRTLE BEACH	
MYBHSF	33.70022	-78.88614	MYBHSC	MYRTLE BEACH	
MYBHSF	33.70022	-78.88614	MYBHSC	MYRTLE BEACH	
MYBHSF	33.70022	-78.88614	MYBHSC	MYRTLE BEACH	
MYBHSF	33.70022	-78.88614	MYBHSC	MYRTLE BEACH	
MYBHSF	33.70022	-78.88614	MYBHSC	MYRTLE BEACH	
MYBHSF	33.70022	-78.88614	MYBHSC	MYRTLE BEACH	
MYBHSF	33.70022	-78.88614	MYBHSC	MYRTLE BEACH	
MYBHSCI	33.6989	-78.90117	MYBHSC	MYRTLE BEACH	
MYBHSCI	33.6989	-78.90117	MYBHSC	MYRTLE BEACH	
MYBHSCI	33.6989	-78.90117	MYBHSC	MYRTLE BEACH	
MYBHSCXB	33.74013	-78.82903	MYBHSC	MYRTLE BEACH	
MYBHSCXC	33.64759	-78.93986	MYBHSC	MYRTLE BEACH	
MYBHSCXM	33.69137	-78.87986	MYBHSC	MYRTLE BEACH	
MYBHSCXM	33.69137	-78.87986	MYBHSC	MYRTLE BEACH	
MYBHSCXM	33.69137	-78.87986	MYBHSC	MYRTLE BEACH	
MYBHSCXM	33.69137	-78.87986	MYBHSC	MYRTLE BEACH	
MYBHSCXM	33.69137	-78.87986	MYBHSC	MYRTLE BEACH	
MYBHSCXM	33.69137	-78.87986	MYBHSC	MYRTLE BEACH	
MYVLSXA	33.9812	-80.20885	MYVLSC	MAYESVILLE	
MYVLSXA	33.9812	-80.20885	MYVLSC	MAYESVILLE	
NAGSSC03	33.49388	-81.97063	NAGSSC	North Augusta	
NAGSSCAQ	33.50667	-81.96138	NAGSSC	North Augusta	
NAGSSCAQ	33.50667	-81.96138	NAGSSC	North Augusta	
NAGSSCAQ	33.50667	-81.96138	NAGSSC	North Augusta	
NAGSSCBX	33.51671	-81.95564	NAGSSC	North Augusta	
NAGSSCGA	33.50559	-81.96263	NAGSSC	North Augusta	
NAGSSCMA	33.51382	-81.95666	NAGSSC	North Augusta	

NAGSSCMA	33.51382	-81.95666	NAGSSC	North Augusta	SC
NAGSSCMA	33.51235	-81.95503	NAGSSC	North Augusta	SC
NCHRSCBM	32.84844	-80.02086	NCHRSC	North Charleston	SC
NCHRSCCT	32.92336	-80.11087	NCHRSC	North Charleston	SC
NCHRSCCT	32.92336	-80.11087	NCHRSC	North Charleston	SC
NCHRSCCT	32.79164	-79.94379	NCHRSC	North Charleston	SC
NCHRSCHY	32.85356	-79.96867	NCHRSC	North Charleston	SC
NCHRSCHY	32.85356	-79.96867	NCHRSC	North Charleston	SC
NCHRSCHY	32.85356	-79.96867	NCHRSC	North Charleston	SC
NKGSSCXA	33.66786	-79.81446	NKGSSC	Kingstree	SC
NKGSSCXA	33.66786	-79.81446	NKGSSC	Kingstree	SC
NKGSSCXA	33.66786	-79.81446	NKGSSC	Kingstree	SC
NMNGSCXA	33.69312	-80.21655	NMNGSC	NORTH MANNING	SC
NMNGSCXA	33.69312	-80.21655	NMNGSC	NORTH MANNING	SC
NRTHSCXB	33.59984	-81.10448	NRTHSC	NORTH	SC
NRWYSCXA	33.44945	-81.12708	NRWYSC	NORWAY	SC
NSMTSCXA	33.94659	-80.3391	NSMTSC	NORTH SUMTER	SC
NSMTSCXA	33.95982	-80.37478	NSMTSC	NORTH SUMTER	SC
NSMTSCXA	33.95982	-80.37478	NSMTSC	NORTH SUMTER	SC
NSMTSCXB	33.95982	-80.37478	NSMTSC	NORTH SUMTER	SC
NSMTSCXB	33.95982	-80.37478	NSMTSC	NORTH SUMTER	SC
NSMTSCXB	33.95982	-80.37478	NSMTSC	NORTH SUMTER	SC
NSMTSCXB	33.95982	-80.37478	NSMTSC	NORTH SUMTER	SC
NSTNSCXA	33.59513	-80.3286	NSTNSC	NORTH SUMMERTON	SC
NSTNSCXA	33.59513	-80.3286	NSTNSC	NORTH SUMMERTON	SC
NTSXSCXA	34.17273	-82.02136	NTSXSC	NINETY SIX	SC
NWBYSCMA	34.27753	-81.61562	NWBYSC	Newberry	SC
NWELSCMA	33.41933	-81.68555	NWELSC	New Ellenton	SC
ODBHSCXB	33.84827	-78.64644	ODBHSC	OCEAN DRIVE BEACH	SC
OKLDSCXA	33.98778	-80.49062	OKLDSC	OAKLAND	SC
OKLDSCXA	33.98778	-80.49062	OKLDSC	OAKLAND	SC
OLARSCXA	33.17969	-81.18803	OLARSC	OLAR	SC
OLNTSCXA	33.93305	-79.9319	OLNTSC	OLANTA	SC
OLNTSCXA	33.93305	-79.9319	OLNTSC	OLANTA	SC
ORBGSCMA	33.49459	-80.86188	ORBGSC	Orangeburg	SC
ORBGSCMA	33.49528	-80.8616	ORBGSC	Orangeburg	SC
PCKNSCES	34.88252	-82.70705	PCKNSC	PICKENS	SC
PCLTSCMA	34.91913	-81.74399	PCLTSC	PACOLET	SC
PDMTSCCT	34.68186	-82.56072	PDMTSC	PIEDMONT	SC
PDMTSCES	34.70408	-82.45398	PDMTSC	PIEDMONT	SC
PELISCXA	33.77077	-81.2603	PELISC	PELION	SC
PELISCXA	33.77077	-81.2603	PELISC	PELION	SC
PGLDSCXA	34.76732	-80.38822	PGLDSC	PAGELAND	SC
PIVLSCXA	33.42364	-80.12589	PIVLSC	Saint Stephen	SC
PMPLSCXA	33.99709	-79.5705	PMPLSC	PAMPLICO	SC
PMPLSCXA	33.99709	-79.5705	PMPLSC	PAMPLICO	SC
PMPLSCXA	33.99709	-79.5705	PMPLSC	PAMPLICO	SC
PMPLSCXA	33.99709	-79.5705	PMPLSC	PAMPLICO	SC

PMPLSCXA	33.99709	-79.5705	PMPLSC	PAMPLICO	SC
PNBHSCXA	33.81399	-81.42894	PNBHSC	POND BRANCH	SC
PNBHSCXA	33.81399	-81.42894	PNBHSC	POND BRANCH	SC
PNTNSCMA	34.65206	-82.78275	PNTNSC	PENDLETON	SC
PNTNSCMA	34.64971	-82.77796	PNTNSC	PENDLETON	SC
PNWDSCXA	33.73607	-80.46372	PNWDSC	PINEWOOD	SC
PNWDSCXA	33.73607	-80.46372	PNWDSC	PINEWOOD	SC
POCLSCXA	33.87217	-80.36223	POCLSC	POCALLA	SC
POCLSCXA	33.87217	-80.36223	POCLSC	POCALLA	SC
PRSRSCMA	34.20893	-81.52915	PRSRSC	PROSPERITY	SC
PTRCSCXA	34.57159	-80.0435	PTRCSC	PATRICK	SC
PTVLSCAA	32.23863	-80.95997	PTVLSC	Bluffton	SC
PTVLSCAA	32.23863	-80.95997	PTVLSC	Bluffton	SC
PTVLSCAA	32.23863	-80.95997	PTVLSC	Bluffton	SC
PTVLSCXA	32.24105	-80.96459	PTVLSC	Bluffton	SC
PTVLSCXA	32.24105	-80.96459	PTVLSC	Bluffton	SC
PTVLSCXA	32.24105	-80.96459	PTVLSC	Bluffton	SC
PTVLSCXA	32.24105	-80.96459	PTVLSC	Bluffton	SC
PTVLSCXA	32.24105	-80.96459	PTVLSC	Bluffton	SC
PTVLSCXA	32.24105	-80.96459	PTVLSC	Bluffton	SC
PTVLSCXA	32.24105	-80.96459	PTVLSC	Bluffton	SC
PTVLSCXA	32.24105	-80.96459	PTVLSC	Bluffton	SC
PWISSC01	33.44488	-79.1492	PWISSC	Pawleys Island	SC
PWISSCXA	33.4716	-79.10773	PWISSC	Pawleys Island	SC
RCHLSCXB	34.92038	-81.02238	RCHLSC	Rock Hill	SC
RCHLSCXB	34.92259	-81.02407	RCHLSC	Rock Hill	SC
RCHLSCXB	34.92259	-81.02407	RCHLSC	Rock Hill	SC
RCHLSCXB	34.92259	-81.02407	RCHLSC	Rock Hill	SC
RCHLSCXB	34.92259	-81.02407	RCHLSC	Rock Hill	SC
RCHLSCXB	34.92259	-81.02407	RCHLSC	Rock Hill	SC
RCHLSCXB	34.92259	-81.02407	RCHLSC	Rock Hill	SC
RCHLSCXB	34.92259	-81.02407	RCHLSC	Rock Hill	SC
RCHLSCXB	34.92259	-81.02407	RCHLSC	Rock Hill	SC
RCHLSCXB	34.92259	-81.02407	RCHLSC	Rock Hill	SC
RDLSCXA	32.47772	-80.98539	RDLSC	RIDGELAND	SC
RDSPSCXA	33.85102	-81.6601	RDSPSC	RIDGE SPRING	SC
RDWYSCXA	34.30887	-80.95502	RDWYSC	RIDGEWAY	SC
RUBYSCXA	34.74216	-80.18342	RUBYSC	RUBY	SC
SALDSC02	34.003	-81.76946	SALDSC	SALUDA	SC
SALDSCXA	33.99908	-81.7723	SALDSC	SALUDA	SC
SALDSCXA	34.70738	-81.2075	SALDSC	SALUDA	SC
SALMSCMA	34.89035	-82.97533	SALMSC	SALEM	SC
SANTSCXA	33.47807	-80.48672	SANTSC	SANTEE	SC
SANTSCXA	33.47807	-80.48672	SANTSC	SANTEE	SC
SBRKSCSK	32.62554	-80.14988	SBRKSC	JOHNS ISLAND	SC
SCHLSCES	34.50996	-79.85361	SCHLSC	SOCIETY HILL	SC
SCTNSCXA	33.91326	-79.75089	SCTNSC	SCRANTON	SC
SCTNSCXA	33.91326	-79.75089	SCTNSC	SCRANTON	SC
SENCSCAJ	34.70784	-82.99088	SENCSC	Seneca	SC
SENCSCMA	34.69078	-82.94916	SENCSC	Seneca	SC

SENCSCMA	34.68916	-82.95678	SENCSC	Seneca	SC
SHHGSCXB	33.97657	-80.47946	SHHGSC	SHAWVIEW HEIGHTS	SC
SHRNSCMA	34.94984	-81.33505	SHRNSC	SHARON	SC
SMTNSCXA	33.60808	-80.34935	SMTNSC	Summerton	SC
SMTRSC02	33.90008	-80.25021	SMTRSC	SUMTER	SC
SMTRSCDH	33.93706	-80.35856	SMTRSC	SUMTER	SC
SMTRSCDH	33.93706	-80.35856	SMTRSC	SUMTER	SC
SMTRSCXA	33.92233	-80.34445	SMTRSC	SUMTER	SC
SPBGSC01	34.98353	-82.02338	SPBGSC	BOILING SPRINGS	SC
SPBGSC01	34.98168	-82.0319	SPBGSC	BOILING SPRINGS	SC
SPBGSC01	34.98168	-82.0319	SPBGSC	BOILING SPRINGS	SC
SPBGSCBS	35.04252	-81.98018	SPBGSC	BOILING SPRINGS	SC
SPBGSCCV	34.99127	-81.98505	SPBGSC	BOILING SPRINGS	SC
SPBGSCHW	34.98805	-81.96782	SPBGSC	BOILING SPRINGS	SC
SPBGSCMA	34.95255	-81.91974	SPBGSC	BOILING SPRINGS	SC
SPBGSCMA	34.95395	-81.92096	SPBGSC	BOILING SPRINGS	SC
SPBGSCMA	34.95255	-81.91974	SPBGSC	BOILING SPRINGS	SC
SPBGSCMA	34.95395	-81.92096	SPBGSC	BOILING SPRINGS	SC
SPBGSCMA	34.95395	-81.92096	SPBGSC	BOILING SPRINGS	SC
SPBGSCMA	34.95255	-81.91974	SPBGSC	BOILING SPRINGS	SC
SPBGSCWV	34.93662	-81.99023	SPBGSC	BOILING SPRINGS	SC
SSVLSCXA	34.73715	-82.25655	SSVLSC	Simpsonville	SC
STBGSCXA	33.96292	-80.46362	STBGSC	STATEBURG	SC
STBGSCXA	33.96292	-80.46362	STBGSC	STATEBURG	SC
STGRSCMA	33.18402	-80.57452	STGRSC	ST GEORGE	SC
STHLSCXA	32.38349	-80.56946	STHLSC	ST. HELENA ISLAND	SC
STMTSCXA	33.66495	-80.77782	STMTSC	St Matthews	SC
STRRSCXA	34.37454	-82.69637	STRRSC	STARR	SC
STSTSCXB	33.3983	-79.92447	STSTSC	Saint Stephen	SC
SUVLSCMA	33.0181	-80.17635	SUVLSC	Summerville	SC
SUVLSCMA	33.02521	-80.16997	SUVLSC	Summerville	SC
SWNSSCXB	33.73213	-81.10122	SWNSSC	SWANSEA	SC
SXMLSCMA	34.84533	-82.80654	SXMLSC	SIX MILE	SC
TBVLSCXA	33.89462	-80.01314	TBVLSC	TURBEVILLE	SC
TBVLSCXA	33.89462	-80.01314	TBVLSC	TURBEVILLE	SC
TKNASCST	34.59586	-82.98428	TKNASC	SENECA	SC
TMVLSCMA	34.13406	-79.94311	TMVLSC	TIMMONSVILLE	SC
TRRSSCMA	34.96524	-82.44089	TRRSSC	TRAVELERS REST	SC
TRRSSCMA	34.96761	-82.44569	TRRSSC	TRAVELERS REST	SC
UNINSCMA	34.71558	-81.61949	UNINSC	Union	SC
UNINSCMA	34.71802	-81.61117	UNINSC	Union	SC
WAMPSCXA	33.86426	-78.72613	WAMPSC	WAMPEE	SC
WANDSCXA	33.4965	-79.53859	WANDSC	WEST ANDREWS	SC
WANDSCXA	33.4965	-79.53859	WANDSC	WEST ANDREWS	SC
WAVLSCXA	34.15181	-82.39761	WAVLSC	Abbeville	SC
WAVLSCXB	34.15417	-82.40236	WAVLSC	Abbeville	SC
WAVLSCXB	34.15417	-82.40236	WAVLSC	Abbeville	SC

WAVLSCXB	34.15417	-82.40236	WAVLSC	Abbeville	SC
WAVLSCXB	34.15417	-82.40236	WAVLSC	Abbeville	SC
WAVLSCXB	34.15417	-82.40236	WAVLSC	Abbeville	SC
WAVLSCXB	34.15417	-82.40236	WAVLSC	Abbeville	SC
WCLMSCMA	33.94982	-81.11623	WCLMSC	WEST COLUMBIA	SC
WCLMSCMA	33.94982	-81.11623	WCLMSC	WEST COLUMBIA	SC
WCLMSCMA	33.99245	-81.07352	WCLMSC	WEST COLUMBIA	SC
WDRFSCXA	34.74206	-82.03894	WDRFSC	Woodruff	SC
WDRFSCXA	34.74206	-82.03894	WDRFSC	Woodruff	SC
WENDSCXA	34.42557	-82.25935	WENDSC	WEST END	SC
WENDSCXA	34.42557	-82.25935	WENDSC	WEST END	SC
WGNRSCXA	33.65266	-81.36566	WGNRSC	WAGENER	SC
WHTMSCMA	34.50358	-81.61227	WHTMSC	WHITMIRE	SC
WLBOSC02	32.85096	-80.58725	WLBOSC	WALTERBORO	SC
WLBOSC11	32.88528	-80.7245	WLBOSC	WALTERBORO	SC
WLBOSCXC	32.90067	-80.66356	WLBOSC	WALTERBORO	SC
WLBOSCXE	32.95459	-80.67188	WLBOSC	WALTERBORO	SC
WLBOSCXE	32.95459	-80.67188	WLBOSC	WALTERBORO	SC
WLBOSCXE	32.95459	-80.67188	WLBOSC	WALTERBORO	SC
WLHLSCES	34.76353	-83.06557	WLHLSC	WALHALLA	SC
WLMSSCXA	33.0326	-80.85234	WLMSSC	WILLIAMS	SC
WLSTSCXA	33.39928	-81.42702	WLSTSC	WILLISTON	SC
WLSTSCXA	33.39928	-81.42702	WLSTSC	WILLISTON	SC
WMBHSCXA	33.72006	-78.94295	WMBHSC	Myrtle Beach	SC
WMNSSCES	34.66226	-83.0986	WMNSSC	WESTMINSTER	SC
WMNSSCES	34.66226	-83.0986	WMNSSC	WESTMINSTER	SC
WMTNSCPW	34.63069	-82.46789	WMTNSC	PELZER	SC
WNBOSCXA	34.37845	-81.08628	WNBOSC	Winnsboro	SC
WNBOSCXA	34.37845	-81.08628	WNBOSC	Winnsboro	SC
WNBOSCXA	34.37845	-81.08628	WNBOSC	Winnsboro	SC
WNHLSCXA	33.80397	-78.72118	WNHLSC	North Myrtle Beach	SC
WRSHSCXA	34.38712	-82.2372	WRSHSC	Ware Shoals	SC
WTRLSCXA	34.35661	-82.0567	WTRLSC	WATERLOO	SC
WTRLSCXA	34.35661	-82.0567	WTRLSC	WATERLOO	SC
YMSSSCXA	32.69214	-80.84987	YMSSSC	YEMASSEE	SC
YORKSCMA	34.99517	-81.23977	YORKSC	York	SC
YORKSCMA	34.99462	-81.24265	YORKSC	York	SC
YORKSCMA	34.99517	-81.23977	YORKSC	York	SC
YORKSCMA	34.99462	-81.24265	YORKSC	York	SC

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**IN RE:** )  
 )  
**APPLICATION OF TAG MOBILE, LLC** )  
**FOR DESIGNATION AS AN ELIGIBLE** )  
**TELECOMMUNICATIONS CARRIER IN** )  
**THE STATE OF SOUTH CAROLINA** )

**EXHIBIT 5**

**FEDERAL COMMUNICATIONS COMMISSION'S  
NOTICE OF APPROVAL OF COMPLIANCE PLAN  
AND COMPLIANCE PLAN**



# PUBLIC NOTICE

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**445 12<sup>th</sup> St., S.W.**  
**Washington, D.C. 20554**

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**DA 12-1286**

**Release Date: August 8, 2012**

## **WIRELINE COMPETITION BUREAU APPROVES THE COMPLIANCE PLANS OF BIRCH COMMUNICATIONS, BOOMERANG WIRELESS, IM TELECOM, Q LINK WIRELESS AND TAG MOBILE**

**WC Docket Nos. 09-197 and 11-42**

The Wireline Competition Bureau (Bureau) approves the compliance plans of five carriers: Birch Communications, Inc. (Birch); Boomerang Wireless, LLC (Boomerang); IM Telecom, LLC (IM); Q Link Wireless, LLC (Q Link); and TAG Mobile, LLC (TAG). The compliance plans were filed pursuant to the *Lifeline Reform Order* as a condition of obtaining forbearance from the facilities requirement of the Communications Act of 1934, as amended (the Act), for the provision of Lifeline service.<sup>1</sup>

The Act provides that in order to be designated as an eligible telecommunications carrier for the purpose of universal service support, a carrier must “offer the services that are supported by Federal universal service support mechanisms . . . either using its own facilities or a combination of its own facilities and resale of another carrier’s services . . . .”<sup>2</sup> The Commission recently amended its rules to define voice telephony as the supported service and removed directory assistance and operator services, among other things, from the list of supported services.<sup>3</sup> As a result of these amendments, many Lifeline-only ETCs that previously met the facilities requirement by providing operator services, directory assistance or other previously supported services no longer meet the facilities requirement of the Act.<sup>4</sup> In the *Lifeline Reform Order*, the Commission found that a grant of blanket forbearance of the facilities requirement, subject to certain public safety and compliance obligations, is appropriate for carriers

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<sup>1</sup> See *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, 27 FCC Rcd 6656, 6816-17 at paras. 379-380 (2012) (*Lifeline Reform Order*). A list of the compliance plans approved through this Public Notice can be found in the Appendix to this Public Notice.

<sup>2</sup> 47 U.S.C. § 214(e)(1)(A).

<sup>3</sup> See *Connect America Fund*, WC Docket No. 10-90 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd 17663, 17692-93, paras. 77-78, 80 (2011); *pets. for review pending sub nom. In re: FCC 11-161*, No. 11-9900 (10th Cir. filed Dec. 8, 2011); *Connect America Fund*, WC Docket No. 10-90 *et al.*, Order on Reconsideration, 26 FCC Rcd 17633, 17634-35, para. 4 (2011) (*USF/ICC Transformation Order on Reconsideration*).

<sup>4</sup> See *Lifeline Reform Order*, 27 FCC Rcd 6812, at para. 366, App. A; *USF/ICC Transformation Order on Reconsideration* at para. 4. Some ETCs have included language in their compliance plans indicating that they have facilities or plan to acquire facilities in the future. See, e.g., Blanket Forbearance Compliance Plan, WC Docket Nos. 09-197 and 11-42, Q Link Wireless, LLC’s Third Amended Compliance Plan at 4 n. 2 (filed July 30, 2012). To the extent ETCs seek to avail themselves of the conditional forbearance relief established in the *Lifeline Reform Order*, we presume they lack facilities to provide the supported service under section 54.101 and 54.401 of the Commission’s rules. See 47 C.F.R. §§ 54.101 and 54.401. Such ETCs must comply with the compliance plan approved herein in each state or territory where they are designated as an ETC, regardless of their claim of facilities for other purposes, such as eligibility for state universal service funding.

seeking to provide Lifeline-only service.<sup>5</sup> Therefore, in the *Lifeline Reform Order*, the Commission conditionally granted forbearance from the Act's facilities requirement to all telecommunications carriers seeking Lifeline-only ETC designation, subject to the following conditions: (1) compliance with certain 911 and enhanced 911 (E911) public safety requirements; and (2) Bureau approval of a compliance plan providing specific information regarding the carrier and its service offerings and outlining the measures the carrier will take to implement the obligations contained in the *Order*.<sup>6</sup>

The Bureau has reviewed the five plans listed in the Appendix for compliance with the conditions of the *Lifeline Reform Order*, and now approves those five compliance plans.<sup>7</sup>

Filings, including the Compliance Plans identified in the Appendix, and comments are available for public inspection and copying during regular business hours at the FCC Reference Information Center, Portals II, 445 12<sup>th</sup> Street, S.W., Room CY-A257, Washington, D.C. 20554. They may also be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc., Portals II, 445 12<sup>th</sup> Street, S.W., Room CY-B402, Washington, D.C. 20554, telephone: (202) 488-5300, fax: (202) 448-5563, or via email [www.bcpweb.com](http://www.bcpweb.com).

People with Disabilities: To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an email to [fcc504@fcc.gov](mailto:fcc504@fcc.gov) or call the Consumer & Governmental Affairs Bureau at (202) 418-7400 or TTY (202) 418-0484.

For further information, please contact Divya Shenoy, Telecommunications Access Policy Division, Wireline Competition Bureau at (202) 418-7400 or TTY (202) 418-0484.

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<sup>5</sup> See *Lifeline Reform Order*, 27 FCC Rcd 6813-6817 at paras. 368-381.

<sup>6</sup> See *id.* at paras. 373 and 389. Subsequently, the Bureau provided guidance for carriers submitting compliance plans pursuant to the *Lifeline Reform Order*. *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197 and 11-42, Public Notice, 27 FCC Rcd 2186 (Wireline Comp. Bur. 2012).

<sup>7</sup> The Commission has not acted on any pending ETC petitions filed by these carriers, and this Public Notice only approves the compliance plans of the carriers listed above. While these compliance plans contain information on each carrier's Lifeline offering, we leave it to the designating authority to determine whether or not the carrier's Lifeline offerings are sufficient to serve consumers. See *Lifeline Reform Order*, 27 FCC Rcd 6679-80, 6818-19 at paras. 50 and 387.



**APPENDIX**

<b>Petitioner</b>	<b>Compliance Plans As Captioned by Petitioner</b>	<b>Date of Filing</b>	<b>Docket Numbers</b>
Birch Communications, Inc.	Further Amended Compliance Plan of Birch Communications, Inc.	July 2, 2012	09-197; 11-42
Boomerang Wireless, LLC	Boomerang Wireless, LLC Revised Compliance Plan	July 26, 2012	09-197; 11-42
IM Telecom, LLC	IM Telecom, LLC d/b/a Infiniti Mobile Compliance Plan	July 5, 2012	09-197; 11-42
Q Link Wireless, LLC	Q Link Wireless, LLC's Third Amended Compliance Plan	July 30, 2012	09-197; 11-42
TAG Mobile, LLC	TAG Mobile, LLC Compliance Plan	July 26, 2012	09-197; 11-42

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July 26, 2012

**VIA ECHS**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554

Re: TAG Mobile, LLC Revised Compliance Plan; WC Docket Nos. 09-197,  
11-42

Dear Ms. Dortch:

On March 6, 2012, TAG Mobile, LLC ("TAG") submitted its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.<sup>1</sup> On April 27, 2012 and June 29, 2012, TAG revised its Compliance Plan to provide additional details and clarifications.

TAG has further revised its Compliance Plan (p. 8) at the request of FCC Staff to explain that TAG's customers may de-enroll from Lifeline supported service at any time by simply calling TAG's toll-free customer service line. TAG does not require submission of a written request by facsimile or otherwise.

TAG hereby re-submits its complete Compliance Plan with the above additional language. Based on the minor nature of this addition, TAG reiterates its request for expeditious approval of its Compliance Plan.

<sup>1</sup>

*See Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report And Order and Further Notice Of Proposed Rulemaking, FCC 12-111 (Feb. 6, 2012).

KELLEY DRYE & WARREN LLP

Marlene H. Dortch, Secretary

July 26, 2012

Page Two

This letter and revised Compliance Plan is being filed electronically for inclusion in the public record of the above-referenced proceedings. Please feel free to contact the undersigned with any questions.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "John J. Heitmann". The signature is fluid and cursive, with the first name "John" and last name "Heitmann" clearly distinguishable.

John J. Heitmann

Joshua T. Guyan

*Counsel to TAG Mobile, LLC*

cc: Kim Scardino  
Divya Shenoy  
Garnet Hanly

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	
Telecommunications Carriers Eligible to Receive Universal Service Support	WC Docket No. 09-197
Lifeline and Link Up Reform and Modernization	WC Docket No. 11-42
TAG Mobile, LLC	

**TAG MOBILE, LLC COMPLIANCE PLAN**

TAG Mobile, LLC (“TAG” or the “Company”),<sup>1</sup> through its undersigned counsel, hereby respectfully submits and requests expeditious approval of its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.<sup>2</sup>

TAG commends the Commission’s commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including Lifeline customers. TAG will comply with 911 requirements as described below and it is submitting this Compliance Plan in order to qualify for blanket forbearance from the

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<sup>1</sup> TAG hereby also reports its corporate and trade names, identifiers, and its holding company, operating companies and affiliates in Exhibit A attached hereto.

<sup>2</sup> See *Lifeline and Link Up Reform and Modernization*, *Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report And Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012) (“*Lifeline Reform Order*”). The Company herein submits the information required by the Compliance Plan Public Notice. See *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197, 11-42, Public Notice, DA 12-314 (rel. Feb. 29, 2012).

facilities requirement of section 214(e)(1)(A) of the Communications Act and participate as an eligible telecommunications carrier (“ETC”) in the Lifeline program.<sup>3</sup>

TAG will comply fully with all conditions set forth in the *Lifeline Reform Order*, as well as with the Commission’s Lifeline rules and policies more generally.<sup>4</sup> This Compliance Plan describes the specific measures that TAG intends to implement to achieve these objectives. Specifically, this Compliance Plan: (1) describes the specific measures that TAG will take to implement the obligations contained in the *Lifeline Reform Order*, including the procedures TAG follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Low-Income Fund, materials related to initial and ongoing certifications and sample marketing materials; and (2) provides a detailed description of how TAG offers Lifeline services, the geographic areas in which it offers services, and a detailed description of TAG’s Lifeline service plan offerings.

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<sup>3</sup> See *Lifeline Reform Order*, ¶ 368. Although TAG qualifies for and seeks to avail itself of the Commission’s grant of forbearance from the facilities requirement of section 214(e)(1)(A) for purposes of the federal Lifeline program, the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state for purposes of state universal service funding under state program rules and requirements. TAG will follow the requirements of the Commission’s Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income Fund, including in any state where the public utilities commission determines that TAG provides service using its own facilities for purposes of a state universal service program.

<sup>4</sup> In addition, this Compliance Plan is consistent with the compliance plan filed by Global Connection Inc. of America. See Global Connection of America Inc. Compliance Plan, WC Docket Nos. 09-197, 11-42 (Apr. 30, 2012). The Global Connection compliance plan was approved on May 25, 2012. See Public Notice, DA 12-828.

### ACCESS TO 911 AND E911 SERVICES<sup>5</sup>

Pursuant to the *Lifeline Reform Order*, forbearance is conditioned upon TAG: (1) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; and (2) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services.<sup>6</sup> TAG will comply with these conditions starting on the effective date of the *Lifeline Reform Order*.

TAG will provide its Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission and consumers are hereby assured that all TAG customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from TAG handsets, even if the account associated with the handset has no minutes remaining.

TAG's existing practices currently provide access to 911 and E911 services for all customers. TAG uses Sprint and Verizon Wireless as its underlying network providers/carriers. TAG has a direct contract for wireless services from Sprint and purchases Verizon Wireless service through Coast 2 Coast. Sprint and Verizon Wireless route 911 calls from TAG's customers in the same manner as 911 calls from Sprint and Verizon Wireless' own retail customers. To the extent that Sprint and Verizon Wireless are certified in a given PSAP territory, this 911 capability will function the same for

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<sup>5</sup> See Compliance Plan Public Notice at 3.

<sup>6</sup> See *Lifeline Reform Order*, ¶ 373.

TAG. TAG also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active or suspended. Finally, TAG transmits all 911 calls initiated from any of its handsets even if the account associated with the handset has no remaining minutes.

**E911-Compliant Handsets.** TAG will ensure that all handsets used in connection with its Lifeline service offering will be E911-compliant. In point of fact, TAG's phones have always been and will continue to be 911 and E911-compliant. TAG uses phones purchased from various entities, and all phones undergo a thorough quality inspection by TAG prior to being distributed to customers. All TAG handsets are required to meet TAG's minimum handset specifications, which ensure that the handset models used meet all 911 and E911 requirements. As a result, any existing TAG customer that qualifies for and subsequently elects Lifeline service will already have a 911/E911-compliant handset provided by TAG. Additionally, any new customer that qualifies for and enrolls in TAG's Lifeline program is assured of receiving a 911/E911-compliant handset as well, free of charge.

#### **COMPLIANCE PLAN**

#### **I. PROCEDURES TO ENROLL A SUBSCRIBER IN LIFELINE<sup>7</sup>**

##### **A. Policy**

TAG complies with the uniform eligibility criteria established in new section 54.409 of the Commission's rules as well as any additional certification and verification requirements for Lifeline eligibility in states where TAG is designated as an ETC.

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<sup>7</sup> See Compliance Plan Public Notice at 3.

Therefore, all subscribers are required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; or (2) the household's participation in one of the federal assistance programs listed in new sections 54.409(a)(2) or 54.409(a)(3) of the Commission's rules. In addition, through the certification requirements described below, TAG will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

#### **B. Eligibility Determination**

More than 60 percent of TAG's Lifeline customer enrollment is done in-person by its field representatives. Customers can also sign up for Lifeline service, ask questions and re-certify at TAG's retail store locations. Further, TAG now has kiosks where eligible customers can enroll in TAG's Lifeline service by completing an electronic enrollment. Approximately 30 percent of customer acquisitions take place at TAG's retail locations or kiosks. The remaining 10 percent of customer enrollments are done via TAG's website.

If TAG cannot determine a prospective subscriber's eligibility for Lifeline by accessing income databases or program eligibility databases, TAG's employees or agents ("Company personnel") will review documentation establishing eligibility pursuant to the Lifeline rules.<sup>8</sup> All Company personnel who interact with current or prospective customers will be trained to assist Lifeline applicants in determining whether they are eligible to participate based on the federal and state-specific income-based and/or program-based criteria. These Company personnel will be trained to answer questions

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<sup>8</sup> See *Lifeline Reform Order*, ¶ 100; section 54.410(b)(1)(i)(B), 54.410(c)(1)(i)(B).



about Lifeline eligibility, and will review required documentation to determine whether it satisfies the *Lifeline Reform Order* and state-specific eligibility requirements using state-specific checklists.

**Proof of Eligibility.** Company personnel will be trained on acceptable documentation required to establish income-based and program-based eligibility.<sup>9</sup> Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (*e.g.*, the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.<sup>10</sup>

Acceptable documentation of income eligibility includes the prior year's state, federal, or Tribal tax return; current income statement from an employer or paycheck stub; a Social Security statement of benefits; a Veterans Administration statement of benefits; a retirement/pension statement of benefits; an Unemployment/Workmen's Compensation statement of benefits; federal or Tribal notice letter of participation in General Assistance; or a divorce decree, child support award, or other official document containing income information for at least three months time.<sup>11</sup>

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<sup>9</sup> See *Lifeline Reform Order*, ¶ 101. See also USAC Guidance available at <http://www.usac.org/li/telecom-carriers/step06/default.aspx>.

<sup>10</sup> *Id.* and section 54.410(c)(1)(i)(B).

<sup>11</sup> See *Lifeline Reform Order*, ¶ 101; section 54.410(b)(1)(i)(B).

Company personnel will examine this documentation for each Lifeline applicant, and will record the type of documentation used to satisfy the income- or program-based criteria by checking the appropriate box on the application form.<sup>12</sup> In addition, Company personnel will fill in, where available, the last four digits of an account or other identifying number on the proof document, the date of the proof document and the expiration of the proof document. TAG will not retain a copy of this documentation, except where state rules require such retention.<sup>13</sup> Customers enrolled via TAG's kiosks must scan their documentation demonstrating eligibility into the kiosk and customers that enroll in TAG's Lifeline service via the Internet, must send a copy of the documentation demonstrating eligibility to TAG by fax, email or mail, which TAG will review and then destroy. Where Company personnel conclude that proffered documentation is insufficient to establish such eligibility, TAG will deny the associated application and inform the applicant of the reason for such rejection. In the event that Company personnel cannot ascertain whether documentation of a specific type is sufficient to establish an applicant's eligibility, the matter will be escalated to the appropriately qualified supervisory personnel at TAG's corporate headquarters in Carrollton, Texas.

De-Enrollment for Ineligibility. If TAG has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, TAG will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber **30 days to demonstrate continued eligibility.**<sup>14</sup> **A demonstration of eligibility must comply with**

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<sup>12</sup> See *Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(iii), 54.410(c)(1)(iii).

<sup>13</sup> See *Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(ii), 54.410(c)(1)(ii).

<sup>14</sup> See *Lifeline Reform Order*, ¶ 143; section 54.405(e)(1).

the annual verification procedures below and found in new rule section 54.410(f), including the submission of a completed and signed certification form. If a customer contacts the Company and states that he or she is not eligible for Lifeline or wishes to de-enroll for any reason, the Company will de-enroll the customer within five business days. Customers can make this request by calling the Company's customer service number and will not be required to submit any documents.

### **C. Subscriber Certifications for Enrollment**

TAG will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the *Lifeline Reform Order*, together with any additional state certification requirements.<sup>15</sup> TAG shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent TAG's customers from engaging in such abuse of the program, inadvertently or intentionally. Every applicant will be required to complete an application/certification form containing disclosures, and collecting certain information and certifications as discussed below.<sup>16</sup> Applicants that seek to enroll based on income eligibility will be referred to a worksheet showing the Federal Poverty Guidelines by household size.<sup>17</sup>

Applicants that do not complete the form in person will be required to submit a completed and signed application/certification to TAG by mail, facsimile, electronic mail

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<sup>15</sup> *Lifeline Reform Order*, ¶ 61; section 54.410(a).

<sup>16</sup> See Model Application/Certification Forms, included as Exhibit B. See Compliance Plan Public Notice at 3.

<sup>17</sup> See Income Eligibility Worksheet, included as Exhibit C.

or other electronic transmission, inclusive of the required proof of eligibility. Any evidentiary documentation submitted with the application/certification is used strictly to verify a consumer's eligibility to participate in the Lifeline program. **Upon approval of the customer's application/certification, such proof of eligibility is either returned to the customer or destroyed, and is not retained by TAG, as previously stated in section I.B above.** In addition, Company personnel will verbally explain the certifications to consumers when they are enrolling in person or over the phone.<sup>18</sup>

Disclosures. TAG's application/certification forms will include the following disclosures: (1) Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program; (2) only one Lifeline service is available per household; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; (4) a household is not permitted to receive Lifeline benefits from multiple providers; (5) violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program; and (6) Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.<sup>19</sup>

Application/certification forms will also state that: (1) the service for which the consumer is applying is a Lifeline service, (2) Lifeline is a government assistance program, and (3) only eligible consumers may enroll in the program.<sup>20</sup>

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<sup>18</sup> See *Lifeline Reform Order*, ¶ 123.

<sup>19</sup> See *Lifeline Reform Order*, ¶ 121; section 54.410(d)(1).

<sup>20</sup> See section 54.405(c).

In addition, TAG will notify the applicant that the Lifeline service must be personally activated by the applicant/subscriber and the service will be deactivated and the subscriber de-enrolled if the subscriber does not use the service for 60 days.<sup>21</sup>

**Information Collection.** TAG will also collect the following information from the applicant in the application/certification form: (1) the applicant's full name; (2) the applicant's full residential address (P.O. Box is not sufficient<sup>22</sup>); (3) whether the applicant's residential address is permanent or temporary; (4) the applicant's billing address, if different from the applicant's residential address; (5) the applicant's date of birth; (6) the last four digits of the applicant's Social Security number (or the applicant's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a Social Security number); (7) if the applicant is seeking to qualify for Lifeline under the program-based criteria, the name of the qualifying assistance program from which the applicant, his or her dependents, or his or her household receives benefits; and (8) if the applicant is seeking to qualify for Lifeline under the income-based criterion, the number of individuals in his or her household.<sup>23</sup>

**Applicant Certification.** Consistent with new rule section 54.410(d)(3), TAG will require the applicant to certify, under penalty of perjury, in writing or by electronic signature or interactive voice response recording,<sup>24</sup> the following: (1) the applicant meets the income-based or program-based eligibility criteria for receiving Lifeline; (2) the applicant will notify TAG within 30 days if for any reason he or she no longer satisfies

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<sup>21</sup> See *Lifeline Reform Order*, ¶ 257.

<sup>22</sup> See *Lifeline Reform Order*, ¶ 87.

<sup>23</sup> See section 54.410(d)(2).

<sup>24</sup> See *Lifeline Reform Order*. ¶¶ 168-69; section 54.419.

the criteria for receiving Lifeline including, as relevant, if the applicant no longer meets the income-based or program-based criteria for receiving Lifeline support, the applicant is receiving more than one Lifeline benefit, or another member of the applicant's household is receiving a Lifeline benefit; (3) if the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, that he or she lives on Tribal lands; (4) if the applicant moves to a new address, that he or she will provide that new address to TAG within 30 days; (5) if the applicant provided a temporary residential address to TAG, the applicant will be required to verify his or her temporary residential address every 90 days; (6) the applicant's household will receive only one Lifeline service and, to the best of the applicant's knowledge, the applicant's household is not already receiving a Lifeline service; (7) the information contained in the applicant's application/certification form is true and correct to the best of the applicant's knowledge; (8) the applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and (9) the applicant acknowledges that the applicant may be required to re-certify his or her continued eligibility for Lifeline at any time, and the applicant's failure to re-certify as to the applicant's continued eligibility will result in de-enrollment and the termination of the applicant's Lifeline benefits pursuant to the de-enrollment policy included below and in the Commission's rules.

In addition, the applicant will be required to authorize TAG to access any records required to verify the applicant's statements on the application/certification form and to confirm the applicant's eligibility for the Lifeline credit. The applicant must also

authorize TAG to release any records required for the administration of the Lifeline credit program, including to USAC to be used in a Lifeline program database.<sup>25</sup>

#### **D. Annual Verification Procedures**

TAG will annually re-certify all subscribers by querying the appropriate eligibility databases or obtaining a signed certification from each subscriber consistent with the certification requirements above and new section 54.410(d) of the Commission's rules. This certification will include a confirmation that the applicant's household will receive only one Lifeline service and, to the best of the subscriber's knowledge, the subscriber's household is receiving no more than one Lifeline service.<sup>26</sup> TAG will notify each participating Lifeline customer annually that he or she must confirm his or her continued eligibility in accordance with the applicable requirements. Further, the verification materials will inform the subscriber that he or she is being contacted to re-certify his or her continuing eligibility for Lifeline service and if the subscriber fails to respond, he or she will be de-enrolled from the program.<sup>27</sup>

2012 Verification. TAG will re-certify the eligibility of each of its existing subscribers as of June 1, 2012 on a rolling basis by the end of 2012 and report the results

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<sup>25</sup> See Section 54.404(b)(9). The application/certification form will also describe the information that will be transmitted, that the information is being transmitted to USAC to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. *See id.*

<sup>26</sup> See *Lifeline Reform Order*, ¶ 120.

<sup>27</sup> See *Lifeline Reform Order*, ¶ 145.

to USAC by January 31, 2013.<sup>28</sup> TAG will contact its subscribers via text message to their Lifeline supported telephone, or by mail, phone, email or other Internet communication. The notice will explain the actions the customer must take to retain their Lifeline benefits, when such Lifeline benefits may be terminated, and how to contact TAG in response to the re-certification requirement.

Verification De-Enrollment. TAG will de-enroll subscribers that do not respond to the annual verification or fail to provide the required certification.<sup>29</sup> TAG will give subscribers 30 days to respond to the initial annual verification inquiry. If the subscriber does not respond, TAG will send a separate written notice explaining that failure to respond within 30 days will result in the subscriber's de-enrollment from the Lifeline program. If the subscriber does not respond within 30 days from the date of the written notice, TAG will de-enroll the subscriber within five business days.

#### **E. Activation and Non-Usage**

TAG will not consider a Lifeline subscriber activated, and will not seek reimbursement for Lifeline service for that subscriber, until the subscriber activates TAG's Lifeline service by affirmatively acknowledging that they are the applicant and that they have applied for and wish to receive Lifeline service from TAG. More specifically, currently all phones are shipped directly to TAG's Lifeline customers, even when enrollment is in-person. The customer must receive the phone and activate it by entering the last four digits of the customer's Social Security number (or the applicant's Tribal identification number, if the subscriber is a member of a Tribal nation and does not

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<sup>28</sup> See *id.*, ¶ 130.

<sup>29</sup> See *id.*, ¶ 142; section 54.54.405(e)(4).



have a Social Security number) that was used to enroll in the Lifeline service. If the customer attempts to make any call other than to 911 prior to activating the service, the call will automatically be routed to TAG's customer support line where Company personnel will ask the customer for the required four digits to activate the service.

After service activation, TAG will provide a de-enrollment notice to subscribers that have not used their service for 60 days. After 60 days of non-use, TAG will provide notice to the subscriber that failure to use the Lifeline service or provide other confirmation directly to TAG that the subscriber wishes to retain their Lifeline service within 30-days from the date of the de-enrollment notice will result in de-enrollment from the Lifeline program.<sup>30</sup> Subscribers can "use" the service by: (1) completing an outbound call; (2) purchasing minutes from TAG to add to the subscriber's plan; (3) answering an incoming call from a party other than TAG; or (4) responding to a direct contact from TAG confirming that the subscriber wants to continue receiving the service.<sup>31</sup> In addition to the above, TAG's usage team identifies accounts that have not been used for 30 days and sends a text message to such customers asking the customers to respond to the text message or call TAG's customer service number within 30 days to keep their account active. After 45 days of non-usage, TAG's internal outreach team attempts to contact the customer to inquire about the customer's intentions to retain the service.

If the subscriber does not respond to the notice as provided above, the subscriber will be de-enrolled from the Lifeline program and TAG will not request further Lifeline

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<sup>30</sup> See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

<sup>31</sup> See *Lifeline Reform Order*, ¶ 261; section 54.407(c)(2).

reimbursement for the subscriber. TAG will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.<sup>32</sup>

**F. Additional Measures to Prevent Waste, Fraud and Abuse**

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, TAG will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.

In addition to checking the National Lifeline Accountability Database contemplated in the *Lifeline Reform Order* (the “Database”) when it becomes available, Company personnel emphasize the “one Lifeline phone per household” restriction in their direct sales contacts with potential customers. Training materials include a discussion of the limitation to one Lifeline phone per household, and the need to ensure that the customer is informed of this restriction. All Company personnel interacting with existing and potential Lifeline customers undergo training regarding the eligibility and certification requirements in the *Lifeline Reform Order* and this Compliance Plan. Agents must sign and return to TAG the Acknowledgement of Receipt of the training manual that they receive as part of this training.

Further, all agents must provide proof of employment (*e.g.*, drivers license or copy of W-9 form) for all employees that will be enrolling Lifeline customers for TAG. All agents must read, understand and follow TAG’s Code of Conduct. Each agent must have a signed copy of the Code of Conduct on file with TAG in order to enroll customers

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<sup>32</sup> See *Lifeline Reform Order*, ¶ 257; section 54.405(c)(3).

for TAG. All dealers and agents are given a toll-free hotline to a live dealer representative and an email address that can be used for any issues or questions regarding Lifeline eligibility or prepaid services. Finally, on or before May 4, 2012, all TAG agents and representatives received a Training Reminder, which TAG also filed with the Commission, designed to remind all Company personnel engaged in enrollment of Lifeline applicants regarding their obligations to explain the one-per-household restriction to Lifeline applicants.

National Lifeline Accountability Database. When the Database becomes available, TAG will comply with the requirements of new rule section 54.404. TAG will query the Database to determine whether an applicant is currently receiving Lifeline service from another ETC and whether anyone else living at the applicant's residential address is currently receiving Lifeline service.<sup>33</sup>

One-Per-Household. TAG will implement the requirements of the *Lifeline Reform Order* to ensure that it provides only one Lifeline benefit per household<sup>34</sup> through the use of its application/certification forms discussed above, database checks and its

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<sup>33</sup> See *Lifeline Reform Order*, ¶ 203. Company will also transmit to the National Database the information required for each new and existing Lifeline subscriber. See *id.*, ¶¶ 189-195; section 54.404(b)(6). Further, Company will update each subscriber's information in the National Database within ten business days of any change, except for de-enrollment, which will be transmitted within one business day. See section 54.404(b)(8),(10).

<sup>34</sup> A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians. See *Lifeline Reform Order*, ¶ 74; section 54.400(h).

marketing materials discussed below. Upon receiving an application for Lifeline service, TAG will search its own internal records to ensure that it does not already provide Lifeline-supported service to someone at the same residential address.<sup>35</sup> If so, and the applicant lives at an address with multiple households, TAG will require the applicant to complete and submit a written USAC document containing the following: (1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income, pursuant to the Commission's definition; and (4) the penalty for a consumer's failure to make the required one-per-household certification (*i.e.*, de-enrollment).<sup>36</sup> Further, if an applicant provides a temporary address on his or her application/certification form collected as described above, TAG will verify with the applicant/subscriber every 90 days that the address provided in the application/certification remains valid.<sup>37</sup>

In addition, Company personnel will inform each Lifeline applicant that he or she may be receiving Lifeline support under another name, facilitate the applicant's understanding of what constitutes "Lifeline-supported services," and assist in determining whether he or she is already benefiting from Lifeline support, by informing the consumer that not all Lifeline services are currently marketed under the name Lifeline.

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<sup>35</sup> See *id.*, ¶ 78.

<sup>36</sup> See *id.*. The USAC worksheet is available at <http://www.usac.org/li/tools/news/default.aspx#582>.

<sup>37</sup> See *Lifeline Reform Order*, ¶ 89.

Further, at the time of enrollment, TAG will check each applicant against a pooled duplicates database established by CGM, LLC. TAG's subscriber list is currently in the pooled database for other ETCs to check against, and TAG is building the systems necessary to interface with the pooled database and check for duplicates. TAG expects to have that application completed in July, 2012.

Finally, TAG will continue to participate in the In-Depth Validation process with the Commission and USAC to locate and address duplicates between ETCs in various states **until** the national database is in place.

**Marketing Materials.** Within the deadline provided in the *Lifeline Reform Order*, TAG will include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a government assistance program, (3) Lifeline service is non-transferable, (4) only eligible consumers may enroll in the Lifeline program, (5) the Lifeline program is limited to one discount per household; (6) that documentation is necessary for enrollment; (7) TAG's name (the ETC); and (8) the **Company's** application/certification form will state that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine, imprisonment or being barred from the program.<sup>38</sup> These statements will be included in all print, audio video and web materials (including social networking media) used to describe or enroll customers in TAG's Lifeline service offering, as well as TAG's application/certification forms and annual re-certification forms.<sup>39</sup> This

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<sup>38</sup> See *Lifeline Reform Order*, ¶ 275; section 54.405(c).

<sup>39</sup> *Id.*

specifically includes the Company's website (www.tagmobile.com) and any outdoor signage.<sup>40</sup> Samples of TAG's marketing materials are included as Exhibit D.

#### **G. Company Reimbursements From the Fund**

To ensure that TAG does not seek reimbursement from the Fund without a subscriber's consent, TAG will certify, as part of each reimbursement request, that it is in compliance with all of the Commission's Lifeline rules and, to the extent required, has obtained valid application/certification and verification forms from each of the subscribers for whom it is seeking reimbursement.<sup>41</sup> Further, the Company will transition the submission of its FCC Forms 497 to the eighth day of each month in order to be reimbursed the same month, and inform USAC, to the extent necessary, to transition its reimbursement process to actual claims rather than projected claims over the course of more than one month.<sup>42</sup> In addition, TAG will keep accurate records as directed by USAC<sup>43</sup> and as required by new section 54.417 of the Commission's rules.

#### **H. Annual Company Certifications**

TAG will submit an annual certification to USAC, signed by a Company officer under penalty of perjury, that TAG: (1) has policies and procedures in place to review consumers' proof of eligibility documentation and ensure that its Lifeline subscribers are eligible to receive Lifeline services;<sup>44</sup> (2) is in compliance with all federal Lifeline

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<sup>40</sup> *Id.*

<sup>41</sup> *See Lifeline Reform Order*, ¶ 128; section 54.407(d).

<sup>42</sup> *See Lifeline Reform Order*, ¶¶ 302-306.

<sup>43</sup> *See id.*

<sup>44</sup> *See Lifeline Reform Order*, ¶ 126; section 54.416(a)(1).

certification procedures;<sup>45</sup> and (3) has obtained a valid application/certification form for each subscriber for whom TAG seeks Lifeline reimbursement.<sup>46</sup>

In addition, TAG will provide the results of its annual re-certifications/verifications to the Commission, USAC, the applicable state commission and the relevant Tribal governments (for subscribers residing on Tribal lands) on an annual basis.<sup>47</sup> Further, as discussed above, TAG will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.<sup>48</sup>

TAG will also annually report to the Commission, USAC, and relevant state commissions and the relevant authority in a U.S. territory or Tribal government as appropriate,<sup>49</sup> the Company name, names of TAG's holding company, operating companies and affiliates, and any branding (such as a "dba" or brand designation) as well as relevant universal service identifiers for each entity by Study Area Code.<sup>50</sup> TAG will report annually information regarding the terms and conditions of its Lifeline plans for voice telephony service offered specifically for low income consumers during the previous year, including the number of minutes provided and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.<sup>51</sup> Finally, TAG will annually provide detailed information regarding service outages in the previous year, the number of complaints received and certification of compliance with applicable

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<sup>45</sup> See *Lifeline Reform Order*, ¶ 127; section 54.416(a)(2).

<sup>46</sup> See section 54.416(a)(3).

<sup>47</sup> See *Lifeline Reform Order*, ¶¶ 132, 148; section 54.416(b).

<sup>48</sup> See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

<sup>49</sup> See *Lifeline Reform Order*, section 54.422(c).

<sup>50</sup> See *Lifeline Reform Order*, ¶¶ 296, 390; section 54.422(a).

<sup>51</sup> See *Lifeline Reform Order*, ¶ 390; section 54.422(b)(5).

service quality standards and consumer protection rules, as well as a certification that TAG is able to function in emergency situations.<sup>52</sup>

#### **I. Cooperation with State and Federal Regulators**

TAG has cooperated and will continue to cooperate with federal and state regulators to prevent waste, fraud and abuse. More specifically, TAG will:

- Make available state-specific subscriber data, including the names and addresses of its Lifeline subscribers, to USAC and to each state public utilities commission where TAG operates for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier;<sup>53</sup>
- Assist the Commission, USAC, state commissions, and other ETCs in resolving instances of duplicative enrollment by Lifeline subscribers, including by providing to USAC and/or any state commission, upon request, the necessary information to detect and resolve duplicative Lifeline claims;
- Promptly investigate any notification that it receives from the Commission, USAC, or a state commission to the effect that one of its customers already receives Lifeline service from another carrier; and
- Immediately de-enroll any subscriber whom TAG has a reasonable basis to believe<sup>54</sup> is receiving Lifeline-supported service from another ETC or is no longer eligible to participate in the Lifeline program – whether or not such information is provided by the Commission, USAC, or a state commission.

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<sup>52</sup> See *Lifeline Reform Order*, ¶ 389; section 54.422(b)(1)-(4).

<sup>53</sup> TAG anticipates that the need to provide such information will sunset following the implementation of the Database.

<sup>54</sup> See section 54.405(e)(1).



## II. Description of Lifeline Service Offerings<sup>55</sup>

TAG will offer its Lifeline service in the states where it is designated as an ETC<sup>56</sup> and throughout the coverage area of its underlying providers, Sprint and Verizon Wireless. TAG's Lifeline offering will provide customers with a 250 minute anytime talk and text plan without rollover and text messaging at a rate of 1 text per voice minute.<sup>57</sup> Lifeline customers can purchase additional bundles of minutes, referred to in TAG's general terms and conditions as replenishment plans. TAG's replenishment plans are available in 30 day increments, and include text messaging and data service. Standard replenishment plan pricing and terms are as follows:

100 minutes, up to 200 text messages & 5MB data<sup>58</sup> for \$7.00  
500 minutes, up to 1000 text messages & 20MB data for \$20.00  
1000 minutes, up to 1200 text messages & 30MB data for \$30.00

These replenishment plans, or "top-up" minutes, are available for purchase at TAG's retail locations and on its website. Where text messaging is not included in a plan as a separate component, it is available with all TAG voice plans at a default rate of one (1) text, either sent or received, to one (1) minute of airtime usage. This rate of decrementing may vary by state subject to specific requirements for Lifeline offerings in a state. Additional information regarding TAG's plans, rates and services can be found on its website at [www.tagmobile.com](http://www.tagmobile.com).

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<sup>55</sup> See Compliance Plan Public Notice at 3.

<sup>56</sup> TAG is currently designated as an ETC in Arkansas, Kentucky, Louisiana, Maryland, Oklahoma, and West Virginia.

<sup>57</sup> TAG is in the process of transitioning its Lifeline offerings and existing customers over to the new 250 minute plan. All new customers will be offered the 250 minute plan.

<sup>58</sup> Available on phones with data capabilities.

In addition to free voice services, TAG's Lifeline plan will include a free handset and custom calling features at no charge, including Caller ID, Call Waiting, Call Forwarding, 3-Way Calling, and Voicemail. All plans include domestic long-distance at no extra per minute charge. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes.

### **III. Demonstration of Financial and Technical Capabilities and Certifications Required for ETC Designation<sup>59</sup>**

Financial and Technical Capabilities. Revised Commission rule 54.202(a)(4), 47 C.F.R. 54.202(a)(4), requires carriers petitioning for ETC designation to demonstrate financial and technical capability to comply with the Commission's Lifeline service requirements.<sup>60</sup> The Compliance Plan Public Notice requires that carriers' compliance plan include this demonstration. Among the factors the Commission will consider are: a carrier's prior offering of service to non-Lifeline subscribers, the length of time the carrier has been in business, whether the carrier relies exclusively on Lifeline reimbursement to operate; whether the carrier receives revenues from other sources and whether the carrier has been the subject of an enforcement action or ETC revocation proceeding in any state.

TAG has been providing telecommunications service since March of 2010 and it has been providing Lifeline service since October of 2010. As discussed in Section II *supra*, TAG receives revenue from a number of sources which are completely independent from the revenue it receives in the form of Lifeline reimbursements. TAG's revenue stream includes, in addition to its Lifeline service offerings, income from the sale

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<sup>59</sup> See Compliance Plan Public Notice at 3.

<sup>60</sup> See *Lifeline Reform Order*, ¶¶ 387-388 (revising Commission rule 54.202(a)(4)).

of replenishment airtime minutes, the sale of prepaid wireless service to non-Lifeline consumers, the sale of wholesale airtime to smaller and/or regional wireless service providers including ETCs for traditional prepaid service and Lifeline service, and the sale of various other ancillary services, including but not limited to Wireless Land Line Replacement service, data services, and text only service packages. TAG receives revenues from these wholesale and non-Lifeline retail offerings, and also has access to other financial resources including from its well-established parent company Amvensys Capitol Group, LLC. Amvensys Capitol Group, LLC, as shown in Exhibit A, holds eleven companies, four of which offer telecommunications services and only two of which are ETCs that are able to provide Lifeline service and seek reimbursement from the Fund. Consequently, TAG has not and will not be relying exclusively on Lifeline reimbursement for its operating revenues. The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

Service Requirements Applicable to TAG's Support. The Compliance Plan Public Notice requires carriers to include "certifications required under newly amended section 54.202 of the Commission's rules."<sup>61</sup> TAG certifies that it will comply with the service requirements applicable to the support it receives.<sup>62</sup> TAG provides all of the telecommunications services supported by the Lifeline program and will make the services available to all qualified consumers throughout the states in which it is designated as an ETC. TAG's services include voice telephony services that provide voice grade access to the public switched network or its functional equivalent. TAG's service offerings provide its customers with a set number of minutes of use for local

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<sup>61</sup> Compliance Plan Public Notice at 3.

<sup>62</sup> 47 C.F.R. § 54.202(a)(1).

service at no charge to the customer. TAG's current Lifeline offerings include the packages described in Section II *supra* that can be used for both local and domestic toll service.

TAG also will provide access to emergency services provided by local government or public safety officials, including 911 and E911 where available, and will comply with any Commission requirements regarding E911-compatible handsets. As discussed above, TAG will comply with the Commission's forbearance grant conditions relating to the provision of 911 and E911 services and handsets.

Finally, TAG will not provide toll limitation service ("TLS"), which allows low income consumers to avoid unexpected toll charges. However, since TAG is a prepaid service provider, customers cannot be disconnected for failure to pay toll charges, nor are there additional charges for exceeding their pre set minutes. Further, TAG, like most wireless carriers, does not differentiate domestic long distance toll usage from local usage and all usage is paid for in advance. Pursuant to the *Lifeline Reform Order*, subscribers to such services are not considered to have voluntarily elected to receive TLS.<sup>63</sup>

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<sup>63</sup> See *Lifeline Reform Order*, ¶ 230.

#### IV. Conclusion

TAG submits that its Compliance Plan fully satisfies the conditions set forth in the Commission's *Lifeline Reform Order*, the Compliance Plan Public Notice and the Lifeline rules. Accordingly, TAG respectfully requests that the Commission expeditiously approve its Compliance Plan.

Respectfully submitted,



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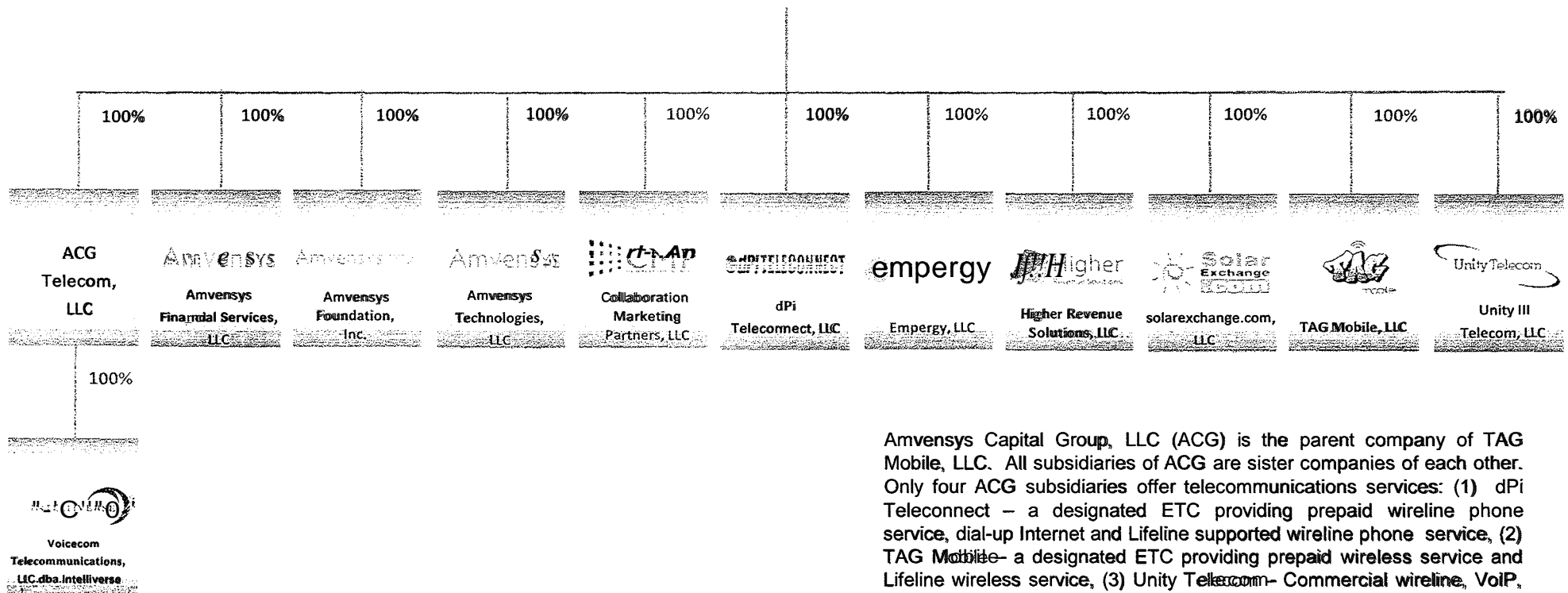
*Counsel to TAG Mobile, LLC*

July 26, 2012

# **EXHIBIT A**

# Legal Structure

## Amvensys Capital Group



Amvensys Capital Group, LLC (ACG) is the parent company of TAG Mobile, LLC. All subsidiaries of ACG are sister companies of each other. Only four ACG subsidiaries offer telecommunications services: (1) dPi Teleconnect – a designated ETC providing prepaid wireline phone service, dial-up Internet and Lifeline supported wireline phone service, (2) TAG Mobile – a designated ETC providing prepaid wireless service and Lifeline wireless service, (3) Unity Telecom – Commercial wireline, VoIP, DSL and Hosted PBX services, and (4) Intelliverse – VoIP, IVR and Hosted PBX services.

# **EXHIBIT B**



## (STATE) Wireless Lifeline Service Application



When completed mail or fax form to:  
1330 Capital Parkway  
Carrollton, TX 75006  
Fax 866-254-6320  
Customer Service: 1-866-959-4918



A complete and signed Lifeline Application and Certification Form ("Application") is required to enroll your household in TAG Mobile, LLC's ("TAG's") Lifeline program in your state. This Application is only for the purpose of verifying your eligibility for the Lifeline service program and will not be used for any other purpose. Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferrable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. All Lifeline subscribers must complete their own Application for service. Service requests will not be processed until this Application has been received and validated by TAG. Applicants must personally activate TAG's Lifeline service by calling 1-866-959-4918 and selecting Option 2 for activations.

Lifeline benefits are federal benefits and Applicants that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline benefits from multiple providers. A violation of the one-per-household requirement constitutes a violation of the Federal Communication Commission's rules and will result in de-enrollment from the program, and could result in criminal prosecution by the United States government. The Lifeline benefit may be applied to either one landline or one wireless number, but cannot be applied to both. Note that not all Lifeline services are currently marketed under the name Lifeline.

**Each household will be required to verify continued eligibility for Lifeline program participation on at least an annual basis.**

**I (Applicant) participate in at least one of the following programs, and am able to verify my identity and participation as required:**

### PLEASE CHECK ONE

- |   |   |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP)   | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF)           |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Low Income Home Energy Assistance Plan (LIHEAP)          |
| <input type="checkbox"/> Medicaid (not Medicare)                            | <input type="checkbox"/> National School Lunch Program's free lunch program (NSL) |
| <input type="checkbox"/> Supplemental Security Income (SSI)                 | <input type="checkbox"/> Income at or below 135% of federal poverty level         |

Evidence of program eligibility is required. Where such eligibility cannot be validated through a state and/or federal database or other alternative means, it may be validated in person by a TAG Agent by providing a copy of the Applicant's state issued ID card and a copy of the program identification card or other social service agency documentation showing current participation.

**I (Applicant) certify, under penalty of perjury that [check boxes]:**

- ☐ I have read and understand this Application, and swear and affirm that the information contained in this Application is true and correct, to the best of my knowledge and belief. I understand that I must meet certain eligibility qualifications as described above to receive Lifeline assistance, and I further understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- ☐ I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the above designated program(s) and will notify TAG within thirty (30) business days (1) if I am no longer participating in any of the above designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
- ☐ The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on this Application that I am required to notify TAG of my new address within 30 days.
- ☐ If I provided a temporary residential address to TAG, I will verify my temporary residential address every 90 days.
- ☐ I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
- ☐ I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
- ☐ I authorize TAG to access any records required to verify my statements on this form and to confirm my eligibility for the TAG Lifeline credit. I give permission to the duly authorized official(s) administering the above programs to provide to TAG my participation status in any of the above program(s). I give this permission on the condition that the information in this Application and any information about my participation in the above programs provided by officials be maintained by TAG as confidential customer account information.

- ☐ I authorize TAG to release any records required for the administration of the TAG Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
- ☐ My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline-supported service from any other provider.
- ☐ I am entitled to complete this Application, and am not listed as a dependent on another person's tax return (unless over the age of 60).

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_ Last 4 Digits of SSN: \_\_\_\_\_

Residence Address (May not be a PO Box): \_\_\_\_\_

- ☐ The address provided above is a temporary address. I will validate this address with TAG every 90 days until I obtain a permanent address.
- ☐ The address provided above is a Multi-Household residence. (Requires completion of the multi-family worksheet.)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different than residence address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

If Qualifying for Lifeline by Income, the Number of Individuals in My Household: \_\_\_\_\_

I, \_\_\_\_\_, hereby attest that the Applicant's ID and supporting documentation checked below were presented and verified.  
(Agent/Company Representative Name)

Agent/Company Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**In order for your TAG Lifeline account to remain active, we require that you use your TAG Lifeline supported wireless service at least once per month.**

You can use the service by completing an outbound call, purchasing minutes from TAG to add to your plan, answering an incoming call from someone other than TAG or responding to a direct contact from TAG confirming that you want to continue receiving the service.

**For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed and provide information requested; do not copy or retain documentation):**

**Documents Acceptable Proof for Income-Eligibility (check 1):**

- ☐ The prior year's state, federal, or Tribal tax return,
- ☐ Current income statement from an employer or paycheck stub,
- ☐ A Social Security statement of benefits,
- ☐ A Veterans Administration statement of benefits,
- ☐ A retirement/pension statement of benefits,
- ☐ An Unemployment/Workmen's Compensation statement of benefits,
- ☐ Federal or Tribal notice letter of participation in General Assistance, or
- ☐ A divorce decree, child support award, or other official document containing income information for at least three months time.

**List B - Choose 1:**

- ☐ Program participation card/document
- ☐ Prior year's statement of benefits
- ☐ Notice letter of participation
- ☐ Other official document evidencing participation \_\_\_\_\_

Last 4 digits of Document from List B \_\_\_\_\_

Date of Proof Document: \_\_\_\_/\_\_\_\_/\_\_\_\_

Expiration Date of Proof Document: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):**

**List A - Choose 1**

- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Medicaid
- ☐ Section 8 Federal Public Housing Assistance (FPHA)
- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LIHEAP)
- ☐ National School Lunch Program's free lunch program
- ☐ State Program 1
- ☐ State Program 2

Applicant Account Number	Rep/Agent Signature

## (STATE) Wireless Lifeline Service Application



When completed mail or fax form to:  
1330 Capital Parkway  
Carmolton, TX 75006  
Fax 866-254-6320  
Customer Service: 1-866-959-4918



A complete and signed Lifeline Application and Certification Form ("Application") is required to enroll your household in TAG Mobile, LLC's ("TAG's") Lifeline program in your state. This Application is only for the purpose of verifying your eligibility for the Lifeline service program and will not be used for any other purpose. Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferrable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. All Lifeline subscribers must complete their own Application for service. Service requests will not be processed until this Application has been received and validated by TAG. Applicants must personally activate TAG's Lifeline service by calling 1-866-959-4918 and selecting Option 2 for activations.

Lifeline benefits are federal benefits and Applicants that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline benefits from multiple providers. A violation of the one-per-household requirement constitutes a violation of the Federal Communication Commission's rules and will result in de-enrollment from the program, and could result in criminal prosecution by the United States government. The Lifeline benefit may be applied to either one landline or one wireless number, but cannot be applied to both. Note that not all Lifeline services are currently marketed under the name Lifeline.

Each household will be required to verify continued eligibility for Lifeline program participation on at least an annual basis.

Please indicate which Lifeline Program for which you qualify:

### ☐ Enhanced Lifeline

I (Applicant) hereby certify that I am an eligible resident of Tribal Lands, I participate in at least one of the following programs and am able to verify my identity and participation as required.

#### PLEASE CHECK ONE

- |   |   |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP)         | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF)           |
| <input type="checkbox"/> Food Distribution Program on Indian Reservations (FDPIR) | <input type="checkbox"/> Tribally Administered TANF (TATANF)                      |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA)       | <input type="checkbox"/> Low Income Home Energy Assistance Plan (LIHEAP)          |
| <input type="checkbox"/> Medicaid (not Medicare)                                  | <input type="checkbox"/> National School Lunch Program's free lunch program (NSL) |
| <input type="checkbox"/> Supplemental Security Income (SSI)                       | <input type="checkbox"/> Head Start (meeting income qualifying standards)         |
| <input type="checkbox"/> Bureau of Indian Affairs General Assistance (BIA)        | <input type="checkbox"/> Income at or below 135% of federal poverty level         |

### ☐ Regular Lifeline

I (Applicant) participate in at least one of the following programs, and am able to verify my identity and participation as required.

#### PLEASE CHECK ONE

- |   |   |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP)   | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF)           |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Low Income Home Energy Assistance Plan (LIHEAP)          |
| <input type="checkbox"/> Medicaid (not Medicare)                            | <input type="checkbox"/> National School Lunch Program's free lunch program (NSL) |
| <input type="checkbox"/> Supplemental Security Income (SSI)                 | <input type="checkbox"/> Income at or below 135% of federal poverty level         |

Evidence of program eligibility is required. Where such eligibility cannot be validated through a state and/or federal database or other alternative means, it may be validated in person by a TAG Agent by providing a copy of the Applicant's state issued ID card and a copy of the program identification card or other social service agency documentation showing current participation.

I (Applicant) certify, under penalty of perjury that [check boxes]:

- ☐ I have read and understand this Application, and swear and affirm that the information contained in this Application is true and correct, to the best of my knowledge and belief. I understand that I must meet certain eligibility qualifications as described above to receive Lifeline assistance, and I further understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- ☐ I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the above designated program(s) and will notify TAG within thirty (30) business days (1) if I am no longer participating in any of the above designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
- ☐ The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on this Application that I am required to notify TAG of my new address within 30 days.
- ☐ If I provided a temporary residential address to TAG, I will verify my temporary residential address every 90 days.

- ☐ I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
- ☐ I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
- ☐ I authorize TAG to access any records required to verify my statements on this form and to confirm my eligibility for the TAG Lifeline credit. I give permission to the duly authorized official(s) administering the above programs to provide to TAG my participation status in any of the above program(s). I give this permission on the condition that the information in this Application and any information about my participation in the above programs provided by officials be maintained by TAG as confidential customer account information.
- ☐ I authorize TAG to release any records required for the administration of the TAG Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
- ☐ My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline-supported service from any other provider.
- ☐ I am entitled to complete this Application, and am not listed as a dependent on another person's tax return (unless over the age of 60).

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_ Last 4 Digits of SSN: \_\_\_\_\_

Residence Address (May not be a PO Box): \_\_\_\_\_

- ☐ The address provided above is a temporary address. I will validate this address with TAG every 90 days until I obtain a permanent address.
- ☐ The address provided above is a Multi-Household residence. (Requires completion of the multi-family worksheet.)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different than residence address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

If Qualifying for Lifeline by Income, the Number of Individuals in My Household: \_\_\_\_\_

I, \_\_\_\_\_, hereby attest that the Applicant's ID and supporting documentation checked below were presented and verified.

(Agent/Company Representative Name)

Agent/Company Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**In order for your TAG Lifeline account to remain active, we require that you use your TAG Lifeline supported wireless service at least once per month.**

You can use the service by completing an outbound call, purchasing minutes from TAG to add to your plan, answering an incoming call from someone other than TAG or responding to a direct contact from TAG confirming that you want to continue receiving the service.

**For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed and provide information requested; do not copy or retain documentation):**

**Documents Acceptable Proof for Income-Eligibility (check 1):**

- ☐ The prior year's state, federal, or Tribal tax return,
- ☐ Current income statement from an employer or paycheck stub,
- ☐ A Social Security statement of benefits,
- ☐ A Veterans Administration statement of benefits,
- ☐ A retirement/pension statement of benefits,
- ☐ An Unemployment/Workmen's Compensation statement of benefits,
- ☐ Federal or Tribal notice letter of participation in General Assistance, or
- ☐ A divorce decree, child support award, or other official document containing income information for at least three months time.

**Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):**

**List A - Choose 1**

- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Medicaid
- ☐ Section 8 Federal Public Housing Assistance (FPHA)
- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LUEAP)
- ☐ National School Lunch Program's free lunch program
- ☐ Food Distribution Program on Indian Reservations (FDPIR)
- ☐ Bureau of Indian Affairs General Assistance (BIA)
- ☐ Tribally Administered TANF (TATNF)
- ☐ Head Start (meeting income qualifying standards)
- ☐ State Program 1
- ☐ State Program 2

**List B - Choose 1:**

- ☐ Program participation card/document
- ☐ Prior year's statement of benefits
- ☐ Notice letter of participation
- ☐ Other official document evidencing participation \_\_\_\_\_

Last 4 digits of Document from List B \_\_\_\_\_

Date of Proof Document: \_\_\_\_/\_\_\_\_/\_\_\_\_

Expiration Date of Proof Document: \_\_\_\_/\_\_\_\_/\_\_\_\_

Applicant Account Number	Rep/Agent Signature

# **EXHIBIT C**



## Lifeline Service Application Income Eligibility Worksheet



Individuals in all states are able to enroll in the Lifeline program by demonstrating that their household's annual income is at or below 135% of the Federal Poverty Guidelines. This table should be used to determine whether a Lifeline applicant is eligible for Lifeline service based on the number of individuals in the applicant's household and the applicant's household annual income:

HOUSEHOLD SIZE	INCOME LEVEL
1	\$15,080
2	\$20,426
3	\$25,772
4	\$31,118
5	\$36,464
6	\$41,810
7	\$47,156
8	\$52,502
For each additional person	Add \$5,346

**Applicants must list the number of individuals in the applicant's household on the Lifeline application form.** Applicants seeking to qualify for Lifeline service based on their household income must present one of the following documents in order to prove eligibility:

- the prior year's state, federal, or Tribal tax return
- current income statement from an employer or paycheck stub
- a Social Security statement of benefits
- a Veterans Administration statement of benefits
- a retirement/pension statement of benefits
- an Unemployment/Workmen's Compensation statement of benefits
- Federal or Tribal notice letter of participation in General Assistance
- a divorce decree, child support award, or other official document containing income information for at least three months time

This is a Lifeline service provided by TAG Mobile, LLC. Lifeline is a government assistance program. Only one Lifeline service is available per household. Households are not permitted to receive multiple Lifeline benefits whether they are from one or multiple companies, wireless or wireline. Proof of eligibility is required for enrollment and only eligible customers may enroll in Lifeline service. Consumers who willingly make false statements to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Lifeline is a non-transferable benefit. Lifeline customers may not transfer their benefits to any other person.

# **EXHIBIT D**



**If you participate in any one of the following programs, you may qualify for a FREE Cell Phone with FREE minutes every 30-days:**

- *Supplimental Security Income (SSI)*
- *Food Stamps*
- *Federal Public Housing (Section 8)*
- *Medicaid*
- *Low-Income Home Energy Assitance*
- *National School Lunch Program*
- *Temporary Assitance to Needy Families (TANF)*

This is a Lifeline supported service limited to one discount per household. Liifeline is a government supported assistance program and is non-transferrable. Proof of eligibility, such as an eligible program card or statement of benefits, is required at time of sign up and only eligible consumers may enroll. Consumers who willfully make false statements in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

#### **TAG Mobile Lifeline supported service includes:**

- nationwide coverage via Sprint or Verizon networks
- text messaging
- minutes good for local and domestic long distance calls
- voicemail
- 911 available even when your phone has no minutes left
- free calls to 211

#### **IMPORTANT**

**You must make atleast one phone call from your TAG Mobile phone a month to keep your FREE service from being shut off**

#### **Low Cost Reload Minute Packages**

Price	Minutes Packages
<b>\$7.00</b>	<b>100 Minutes / 200 texts</b>
<b>\$20.00</b>	<b>500 Minutes / 1000 texts</b>
<b>\$30.00</b>	<b>1000 Minutes / 1200 texts</b>
<b>\$39.00</b>	<b>Unlimited Talk/Text</b>

**For a reload location near you call 1-866-959-4918**



By signing up for TAG Mobile's Lifeline supported service, you swear and affirm that the information provided in your application is true and correct, to the best of your knowledge and belief and certify that the statements below are correct. You understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.

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1. I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the designated program(s) and will notify TAG within thirty (30) business days (1) if I am no longer participating in any of the designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
2. The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on my Application that I am required to notify TAG of my new address within 30 days.
3. If I provided a temporary residential address to TAG, I will verify my temporary residential address every 90 days.
4. I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
5. I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
6. I authorize TAG to access any records required to verify my statements on my application and to confirm my eligibility for the TAG Lifeline credit. I give permission to the duly authorized official(s) administering the designated program(s) to provide to TAG my participation status in such program(s). I give this permission on the condition that the information in this Application and any information about my participation in the designated programs provided by officials be maintained by TAG as confidential customer account information.
7. I authorize TAG to release any records required for the administration of the TAG Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
8. My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline-supported service from any other provider.
9. I am entitled to complete the Application, and am not listed as a dependent on another person's tax return (unless over the age of 60)

---

**Terms and Conditions:**

Provision of a free phone and a preset amount of free monthly minutes of use are provided by TAG as part of the Universal Service Low Income support mechanism commonly referred to as the Lifeline program. Lifeline benefits are limited to a single line of service per household. You may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both. Note that not all Lifeline services are currently marketed under the name Lifeline. If you do not qualify for Lifeline supported services, you may opt to purchase a phone and pay a one-time \$60 activation fee plus the cost of the selected pre-paid package. In most cases, TAG service will only work on cellular handsets provided by/purchased from TAG. Text messaging on Lifeline accounts is decremented for mobile originating and mobile terminating messages at the rate of 3 texts, either send or received, to 1 of your free monthly minutes. It does not cost you minutes to check your voicemail from any other phone. Unused minutes expire at midnight EST on the 30th day of the billing cycle associated with your account, which is determined by your service initiation date. By activating and using this service you agree to indemnify and hold harmless TAG Mobile, LLC and its affiliates for any damages that arise from the use of the service. The wireless service described herein is provided on either the Sprint or Verizon Wireless Networks and is resold under the TAG Mobile brand. TAG Mobile is a registered trademark. For complete terms and conditions visit our website [www.tagmobile.com](http://www.tagmobile.com).

# FREE

## Cell Phone

Free Minutes Every Month

No Contract

No Credit Check

Sign Up Today!

# TAG<sup>TM</sup>

mobile

This is a Lifeline service limited to one discount per household. Lifeline is a government assistance program and is non-transferrable. Proof of eligibility, such as an eligible program card or statement of benefits, is required and only eligible consumers may enroll. Consumers who willfully make a false statement in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

# FREE

## Cell Phone

Free Minutes Every Month

No Contract

No Credit Check

mobile

# Sign Up Today!

[www.tagmobile.com](http://www.tagmobile.com)

This is a Lifeline service limited to one discount per household. Lifeline is a government assistance program and is non-transferable. Proof of eligibility, such as an eligible program card or statement of benefits, is required and only eligible consumers may enroll. Consumers who willfully make a false statement in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**IN RE:** )  
 )  
**APPLICATION OF TAG MOBILE, LLC** )  
**FOR DESIGNATION AS AN ELIGIBLE** )  
**TELECOMMUNICATIONS CARRIER IN** )  
**THE STATE OF SOUTH CAROLINA** )

**EXHIBIT 6**

**SERVICE AGREEMENT**

# TAG Mobile, LLC Service Agreement

## The Service Agreement

Your Service Agreement (the "Agreement") with TAG Mobile, LLC ("TAG") includes the terms of your TAG Service Plan or other information on Services we provide or refer you to during the sales transaction as well as any confirmation materials we may provide you, TAG's Terms of Service ("ToS"), TAG's Acceptable Use Policy ("AUP") and TAG's most recent General Terms and Conditions of Service ("T's & C's"). This Agreement governs all Services provided by TAG, including Lifeline supported Service, unless stated otherwise in the Agreement. **It is important that you carefully read all of the terms of the Agreement.**

### When You Accept The Agreement

By enrolling in or subscribing to service with TAG, you agree to be bound by the Agreement. If you are an existing customer, your continued use, payment for, enrollment in or subscription to our service represents your acceptance of the terms and conditions of the Agreement. If you agree to maintain service for a minimum Term, the Term begins when you accept the Agreement. You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral or electronic statement; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so.

## Terms of Service

Following are the Terms of Service ("ToS") with TAG for the purchase and or use of wireless telephone service (the "Service(s)") pursuant to the Service Plan you selected. The Service Plan, as described in the ToS below, is hereby made an integral part of the ToS, which, along with TAG's AUP and T's & C's comprise the entire Agreement between you and TAG.

### Service Plans

The Service Plan consists of a detailed description of the Service provided to you and the fees associated with that Service. Only the terms of the specific Service Plan you selected will apply to your Agreement. For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. Text messaging is not always included, however it is available and where it is not included, plan minutes are decremented at 1 minute for every 1 text message, either sent or received. Data services are currently not included in TAG's Service Plans. TAG Service Plans may require the purchase of a TAG Device and a one-time activation fee unless a promotional offer or other qualifying plan terms apply. All Service Plans include the following features:

- Local Calls
- Nationwide Domestic Long Distance
- Caller ID
- Call Waiting
- Call Forwarding
- 3-Way Calling
- Voice Mail (airtime charges apply from your cell phone)
- Nationwide Domestic Text Messaging - The rate to receive or send a text message to another phone is 1 minute per 3 text messages sent or received and applies when text messaging is not an included component of a Service Plan or when all text messages included in a Service Plan have been used.
- Roaming at no additional charge, subject to the terms of the Agreement
- 411 Directory Assistance - Plan minutes are decremented for 411 calling.
- 911 and enhanced emergency 911 ("E-911") service where available - Plan minutes are not decremented for 911 and E-911 services and this service remains available even when all plan minutes have been used.
- 611 access to Customer Service where available. 611 access and Customer Service calls are free and do not decrement Plan minutes.



- 211 Service related to the National 2-1-1 initiative which provides access to free and confidential information and referrals for help with food, housing, employment, health care, counseling and more, to customers dialing “211”. Plan minutes are not decremented for 211 calling.

TAG offers the following Service Plans:

Pre-paid Plans: Pre-paid Plans are available on a month to month basis, and include text messaging. For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. All TAG Pre-paid Plans are available either as replenishments or stand-alone Pre-paid service plans.

Pre-paid Plan pricing and terms are as follows:

Plan Name	Minutes	Text	Customer Cost	Cost per MOU	Plan Expiration
Pre-paid Plan 1	100*	200	\$ 7.00	\$0.07	30 days
Pre-paid Plan 2	500*	1000	\$20.00	\$0.04	30 days
Pre-paid Plan 3	1000*	1200	\$30.00	\$0.03	30 days

Special Replenishment Plans may be available in certain states for certain qualifying consumers. Please check TAG’s website at [www.tagmobile.com](http://www.tagmobile.com) or contact TAG Customer Service at 1 (866) 959-4918 for information on the availability of special Replenishment Plans in your area.

Pre-paid Unlimited Talk and Text: Term and Pricing - The Unlimited Talk and Text Plan includes unlimited in-network airtime minutes and unlimited in-network text messaging monthly for \$39.00, subject to certain restrictions and exclusions described in more detail below. For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. This plan does not include data service, international calling or international text messaging.

Lifeline Plan\*: Term and Pricing - TAG’s Lifeline Plan includes a free mobile Device and a preset amount of free and/or discounted minutes monthly. The amount of free and/or discounted minutes available varies by state, so please see our website ([www.tagmobile.com](http://www.tagmobile.com)) for state specific information on TAG’s Lifeline Plan in your state. For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. Text messaging is not included with Lifeline service, however it is available, and plan minutes are typically decremented at 1 minute for every 1 text message, either sent or received. This rate may vary by state, so please see TAG’s website ([www.tagmobile.com](http://www.tagmobile.com)) for state specific information on text message rates in your area. Data services are not included and are not available with

Lifeline service. Unless state specific rules apply, all unused Lifeline minutes will expire at the end of each month, defined as the monthly renewal date, upon reload of your free and/or discounted monthly Lifeline minutes. Pre-paid Replenishment Plans are available to be purchased in conjunction with Lifeline service. These Pre-paid Replenishment Plans may include text and/or data. Pre-paid Replenishment minutes expire independently from your monthly Lifeline minutes.

\* Lifeline Plans are only available to consumers who qualify for Lifeline supported service. Eligibility for Lifeline service may vary by state. Please see our website ([www.tagmobile.com](http://www.tagmobile.com)) for state specific information on qualification for Lifeline service. In most states you may be eligible if your combined household income is at 135% of the federal poverty level or you already participate in one or more of the following government aid programs:

- Low-Income Home Energy Assistance Program (LIHEAP)
- Federal Public Housing Assistance (Section 8)
- Medicaid
- Food Stamps
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- National School Lunch free lunch program

**Rules Related to Lifeline Supported Service:** Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferrable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. Lifeline benefits are federal benefits and consumers that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline benefits from multiple providers. A violation of the one-per-household requirement constitutes a violation of the Federal Communication Commission's rules and will result in de-enrollment from the program, and could result in criminal prosecution by the United States government. The Lifeline benefit may be applied to either one landline or one wireless number, but cannot be applied to both. Note that not all Lifeline services are currently marketed under the name Lifeline. All Lifeline subscribers must complete their own Application for service. Lifeline service requests will not be processed until an Application has been received and validated by TAG. Applicants must personally activate TAG's Lifeline service by calling 1-866-959-4918 and selecting Option 2 for activations.

**Initial Certification and Annual Re-Certification Requirements of Lifeline Supported Service:** Evidence of Lifeline program eligibility is required with your initial application for Lifeline supported Service. Where such eligibility cannot be validated through a state and/or federal database or other alternative means, it may



be validated in person by a TAG Agent by providing a copy of your state issued ID card and a copy of the program identification card or other social service agency documentation showing current participation.

The rules and regulations governing a consumer's participation in the Lifeline program also require re-certification of your continued eligibility for the program on at least an annual basis. Such re-certification may be conducted independently by TAG without notice to you by validating your continued eligibility through a state and/or federal database, by verifying your participation in a qualifying subsidy program directly with a state and/or federal program administrator or other alternative means. Your authorization for TAG to access information regarding your ongoing eligibility and/or to verify your ongoing eligibility with a program administrator is included in your initial application for Lifeline Service. Where ongoing eligibility cannot be determined through the means described above, TAG is required to validate your continued eligibility by contacting you so that you may self-certify your continued eligibility directly. Such contact can be facilitated in person, in writing, by phone, via text message, via e-mail or otherwise through the internet. Failure to re-certify as required will result in the termination of your Lifeline benefits. Further, you are subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.

In addition to the annual re-certification requirement, in circumstances where your address cannot be verified through state and or federal databases, TAG is required to contact you on an annual basis to either verify or obtain a valid address related to your Lifeline supported Service. TAG will conduct this address validation contemporaneously with its annual re-certification process, but may, and in circumstances wherein a temporary address is provided at the time of initial application will, validate your address more frequently.

Finally, you are required to certify in your initial application for Lifeline supported Service, and at least once annually thereafter as part of the re-certification process, that you understand and agree to the rules related to Lifeline supported Service participation and eligibility, including but not limited to the following:

1. That you have read and understand the Lifeline Application, and swear and affirm that the information contained in the Application is true and correct, to the best of your knowledge and belief. Further, that you understand that you must meet certain eligibility qualifications receive Lifeline supported service, and that you understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
2. That you meet the income-based eligibility criteria for Lifeline supported service or that you are a current recipient of the program you designated as your qualification for eligibility and that you will notify TAG within thirty (30) business days (1) if you are no longer participating in the designated program(s); (2) if your household is receiving more than one Lifeline supported service; or (3) if for any other reason your household no longer satisfies the

criteria for receiving Lifeline support. You will need to provide documentation of eligibility if required.

3. That the residence address you provided is your primary residence, and not a second home or business and that you understand that if you move from the address included on your Lifeline Application that you are required to notify TAG of your new address within 30 days. Further, if you provided a temporary residential address to TAG, that you will verify your temporary residential address every 90 days.
4. That you understand the notification requirements described above with respect to both program eligibility and current address information, and that you further understand that you or your household may be subject to penalties if these requirements are not followed.
5. That you understand that you may be required to re-certify the continued eligibility of your household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. Further, that you understand that failure to re-certify as required will result in the termination of your Lifeline benefits and that you may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
6. That you authorize TAG to access any records required to verify your statements on the Lifeline Application form and to confirm your eligibility for TAG Lifeline Service. That you give permission to the duly authorized official(s) administering the designated program to provide to TAG your participation status in such program. That you give this permission on the condition that the information in the Lifeline Application and any information about your participation in the designated program provided by officials be maintained by TAG as confidential customer account information.
7. That you authorize TAG to release any records required for the administration of the TAG Lifeline program (including your name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
8. That your household will receive only one Lifeline benefit and, to the best of your knowledge, your household is not currently receiving a Lifeline-supported service from any other provider.
9. That you are entitled to complete the Lifeline Application, and are not listed as a dependent on another person's tax return (unless over the age of 60).

**Usage Requirements Related to Lifeline Supported Service:** In order for your TAG Lifeline account to remain active, we require that you use your TAG Lifeline supported wireless Service at least once per month. You can use the service by completing an outbound call, purchasing minutes from TAG to add to your plan, answering an incoming call from someone other than TAG or responding to a direct contact from TAG confirming that you want to continue receiving the service. TAG monitors subscribers for non-usage and after 30 days of non-use, TAG's usage team identifies accounts that have not been used for 30 days and sends a text message to

such customers asking the customers to respond to the text message or call TAG's customer service number within 30 days to keep the account active. After 45 days of non-usage (15 days from the initial text notification), TAG's internal outreach team attempts to contact those customers to inquire about their intentions to retain the service. In addition to the above, and upon completion of the 30 day grace period and a cumulative 60 days of non-use, TAG will provide written notice to you stating that non-use of your Lifeline service for 60 days and failure to respond to TAG's outreach efforts and/or provide an affirmative acknowledgement directly to TAG that you wish to retain your Lifeline service within 30-days from the date of the initial text notification has resulted in de-enrollment from the Lifeline program and deactivation of your Lifeline supported Service. During the entire 60 day period, your TAG Lifeline service remains active and is not suspended. In the event your Lifeline supported Service is deactivated for non-usage as described above, access to 911 emergency services remains intact as required by the FCC's existing public safety rules and guidelines.

**Termination of Service(s):** You may terminate any line of Service, including Lifeline Service, by calling us. We reserve the right to cancel offers early or extend offers without notice. Certain offers may not be available everywhere or be combinable with other promotions/options. Coverage is not available everywhere and varies by service - see mapping brochures or visit [www.tagmobile.com](http://www.tagmobile.com) for coverage details. Fees paid for Services and/or Devices are inclusive of most government taxes and fees, and TAG Surcharges [incl. USF charge (varies quarterly), cost recovery and administrative fees, & state/local fees by area], with the exception of local sales tax which is applied to the purchase of replenishment plans or other Services or Devices that are purchased at retail locations or on our website. TAG Surcharges are not taxes or government required charges and are subject to change. A phone activation fee may apply to new activations. A reconnect fee may apply to reestablish service on accounts that have been deactivated. All TAG services will only work with TAG approved phones - not all services are available with all phones or on all networks. Service charges are not refunded or prorated if service is terminated or modified. All phone usage, including incoming/outgoing calls, incurs airtime charges unless specified otherwise. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Unused plan minutes do not carry forward and expire at midnight of the monthly service renewal date as determined by your activation date, unless special plan terms apply. Partial minutes of use are rounded up to the next whole minute.

#### **Nature of Services.**

The Services are provided via Service Plans under which you do not pay metered "per minute" charges for service. In an effort to offer Service on a reliable basis at a reasonable cost, TAG may discontinue providing Service to you, change the services provided to you, change your Service Plan, reduce the speed of any service provided, cap or restrict the amount of use of any service, or discontinue or limit connections to providers, features, or types of services entirely, in part or in certain areas. For example, TAG may limit, alter, or discontinue your Service pursuant to roaming

arrangements, at certain times, or at certain speeds that, in the sole judgment of TAG, appear likely to generate abnormally high call volumes, abnormally long average call lengths, calls with abnormally high costs, abnormally high use, or other disproportionate use when compared to those of other customers of TAG (as described below under "Your Use Of The Service"). The Service discontinuance, alterations and/or limitations described above also apply to your use of or access to numbers or types of services or which may be harmful, disruptive, or interfere with TAG's system or services to other customers. You acknowledge and agree that the web and data Rate Plans provided by TAG are designed to be, and shall only be used, predominately for HTML/WAP (HyperText Markup Language / Wireless Application Protocol) web browsing and multimedia streaming services provided by TAG, its affiliates, authorized suppliers and licensors, and not for off-portal multimedia streaming services. While TAG may, at its sole discretion provide notice to you of our intent to take any such action, you acknowledge and agree that, with the exception of the discontinuance or termination of Service, TAG may take any of the foregoing actions without providing notice to you. By initiating service and placing calls or using any other service on the TAG network, you acknowledge and agree to TAG's ability to modify or terminate your Service under these circumstances.

#### **Your Use Of The Service.**

You agree to use the Service in accordance with this Agreement and to comply with all applicable laws. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TAG FROM, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, YOUR ACTS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, ANY VIOLATION BY YOU OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR OF ANY APPLICABLE STATUTES, ORDINANCES, LAWS OR REGULATIONS OF ANY LOCAL, STATE, OR FEDERAL AUTHORITY, YOUR USE OF THE SERVICE AND ANY INFORMATION YOU SUBMIT, POST, TRANSMIT OR MAKE AVAILABLE VIA THE SERVICE, FAILING TO PROVIDE APPROPRIATE NOTICES REGARDING LOCATION-SENSITIVE SERVICES, FAILURE TO SAFEGUARD YOUR PASSWORDS, BACKUP SECURITY QUESTION TO YOUR PASSWORD OR ANY OTHER ACCOUNT INFORMATION, OR THE RIGHTS OF ANY THIRD PARTY. TAG may deny a request for Service from you for any lawful reason. TAG also reserves the right to cease serving you if you are not acting in accordance with the terms of this Agreement, to disconnect calls that are not in accordance with the terms and conditions of this Agreement, and to cease providing service to telephone numbers or categories of services that are inconsistent with the terms and conditions of this Agreement and the Nature of the Service.

TAG reserves the right to manage our network and the traffic on our network in the way we believe best benefits our customers and best enables us to maintain Service of the nature described in this Agreement. We have determined that our ability to provide Service to our customers is disrupted when you place an abnormally high number of calls, repeatedly place calls which result in abnormally long call lengths, repeatedly place calls with abnormally high costs, high or disproportionate use, or otherwise use our Services or network in excess of our expectations or the normal amount of use by our customers. Thus, we reserve the right to discontinue Service to

customers, to discontinue or block Service to certain categories of services, to terminate calls or Services as described below, or to restrict, reduce or limit the amount of usage, which our experience indicates result in disruptive usage patterns of this nature. For example, TAG Service is not intended for use (i) by persons engaged in the provision of telemarketing services, commercial research or commercial data collection, (ii) by persons seeking a dedicated private line or access line to the internet, or other continuous uses that create the functional equivalent of a dedicated telephone line, (iii) by persons seeking to maintain open lines of communication for extended periods of time (for example, baby monitoring or other monitoring services), (iv) by persons seeking to establish an access point for intra-company private branch exchange services, (v) by persons seeking to provide a commercial or private dispatch service, (vi) by persons seeking to access multi-party Chat Line Services or to call telephone numbers that generate Chat Line Traffic (as defined herein), (vii) for persons seeking to use the service for commercial purposes, or (viii) for persons who do not reside in and have the predominant amount of usage on our networks. For the purposes of this Agreement, "Chat Line Traffic" means traffic which originates or terminates to or from, relates to, arises out of, is in connection with, or pertains to, a multiple voice bridging service, company, or provider (or telephone numbers associated therewith) in which two or more incoming callers may be connected with each other simultaneously. Chat Line Traffic does not include traffic originating or terminating to or from traditional business dial-in conference calling in which a designated group of callers dial in to a known dial-up conference number at a pre-arranged time for a specific business purpose. For the purpose of this Agreement, "Chat Line Service" means a service which generates Chat Line Traffic.

Some elements of multimedia messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail. We reserve the right to change the multimedia message size limit at any time without notification.

Text message notifications may be sent to non-multimedia messaging subscribers if they subscribe to text messaging. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited.

TAG also reserves the right to block, or otherwise prevent access to third party services or other premium services, features or content that would generate additional fees or charges billed to TAG, either directly or via your account, as a result of your use of or access to the service, feature or content. Further, TAG reserves the right to block, or otherwise prevent access to features, services, countries, carriers, destinations, and/or content that TAG determines, in its sole discretion, are inconsistent with the nature of Service provided by TAG, are indicative of uses not permitted hereunder, or result in abnormally long calls, abnormally high costs, or abnormally high usage. We also may block calls to telephone numbers at the request of the called party. In addition, if any call duration exceeds a length of time that is determined by TAG to be excessive from time to time, TAG may, in its sole discretion, terminate or restrict any such call.

In addition, the Service may be used only for your own voice communications and may not be used to transmit data, or for any other one-way transmission application other than data Services expressly offered to you by TAG. You may not resell the Service or use the Service to provide commercial service to others. You also may not use the Service in a manner that is intended to cause or results in interference to, or causes problems with, the operation of TAG's wireless system or other communications systems.

You can't use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, network, property or Services; or (b) in any way prohibited by the terms of our Services or the Agreement. We can take any action to: (1) protect our network, our rights and interests, or the rights of others; (2) optimize or improve the overall use of our network and Services; or (3) prevent usage that is indicative of uses not permitted hereunder. Some of these actions may interrupt or prevent legitimate communications and usage, such as message filtering/blocking software to prevent spam, viruses, or autodialed calls or SMS messages, limiting throughput, limiting access to certain websites, applications or other data content, capping or restricting use, or prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc. We may use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages, and you agree that we are not liable for such messages. You agree that a violation of this section harms TAG, which cannot be fully redressed by money damages, and that we shall be entitled to immediate injunctive relief in addition to all other remedies available without the requirement to post a bond.

You agree you will not use our messaging services to send messages that contain advertising or a commercial solicitation to any person or entity without their consent. You will have the burden of proving consent with clear and convincing evidence if a person or entity complains you did not obtain their consent. Consent cannot be evidenced by third party lists you purchased or obtained. You further agree you will not use our messaging service to send messages that: (a) are bulk messages (b) are automatically generated; (c) can disrupt our network; (d) harass or threaten another person (e) interfere with another customer's use or enjoyment of our Services; (f) generate significant or serious customer complaints, (g) that falsify or mask the sender/originator of the message; or (h) violate any law or regulation. We reserve the right, but are not obligated, to deny, disconnect, suspend, modify and/or terminate your messaging service or messaging services with any associated account(s), or to deny, disconnect, suspend, modify and/or terminate the account(s), without notice, as to anyone using messaging services in any manner that is prohibited. Our failure to take any action in the event of a violation shall not be construed as a waiver of the right to enforce such terms, conditions, or policies. Advertising and commercial solicitations do not include messaging that: (i) facilitates, completes, or confirms a commercial transaction where the recipient of such message has previously agreed to enter into with the sender of such message; or (j) provides account information,

service or product information, warranty information, product recall information, or safety or security information with respect to a commercial product or service used or purchased by the recipient of such message.

Although it is illegal for unauthorized people to intercept wireless device calls intended for others, TAG cannot guarantee the complete privacy of your calls. Wireless calls by nature may be intercepted by third parties. TAG SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INTERCEPTION BY THIRD PARTIES OF COMMUNICATIONS FROM ITS SYSTEM. Additionally, TAG does not encrypt your calls.

Always use your wireless device in a safe manner that does not create a risk to your safety or the safety of others around you. It can be dangerous, and in some jurisdictions illegal, for you to use a wireless device or our Service while driving. It is your responsibility to comply with laws that apply to you when you are driving.

**Prohibited Network Uses.** To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of TAG's network or systems. TAG reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice uses detailed above or if TAG, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation.

**Unlimited Use Plans.** If you subscribe to a Service Plan, Services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Prohibited Network Uses, and to the limitations described in Nature of Services and Your Use of the Service.

Please refer to TAG's AUP for additional information on prohibited use.

**Messaging (text, picture and video):** Messaging rates are subject to change. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Unused plan messages do not carry forward. Certain messages, including those to 3rd parties to participate in a promotion or other program, may require an alternate method of payment and are unable to be billed through the Service. There is no guarantee that messages will be received, and TAG is not responsible for lost or misdirected messages. Most text messages are limited to 160 characters.

**Off-network Roaming:** The primary use of your Device must be for domestic purposes within the TAG network. Domestic means use in the 50 United States and U.S. Territories (except Guam). Roaming may not be available to customers who reside or whose primary use is outside an area covered by the TAG Network. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available

in all roaming areas. TAG reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for roaming.

**International Roaming:** International calling and roaming, including in Canada, Mexico, and Guam are not included in TAG Service Plans. International calling and roaming usage will require an alternate payment method. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. TAG reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for international roaming.

**International Long Distance and Messaging:** Access to international service is authorized on the TAG network only through an international operator service. In order to make international long-distance calls, including to Mexico and Guam, and in certain cases to send international text, an alternate payment method is required. TAG reserves the right to deny, terminate, modify, disconnect or suspend service if international calling and/or text messaging is used without utilizing a third party international operator service and alternate payment method.

**Domestic (U.S.):** Includes the 50 United States, Washington D.C., Puerto Rico, and the Virgin Islands.



## Acceptable Use Policy

The following terms apply to your use of and access to any TAG together with its subsidiaries, affiliates, agents, and licensors (collectively "TAG") owned or operated website ("Website"), as well as any electronic transmission sent, received, posted, accessed, or stored via any network ("Network").

### COVERAGE OF THIS POLICY

In addition to other agreements between you and TAG, these terms explain the policies that govern your access to and use of our Website and Network. By accessing or using our Website or Network, you agree to these terms (collectively the "AUP"), as TAG may modify it from time to time. Modifications to this AUP are effective upon its posting on our Website. If you do not agree to accept and comply with the AUP, then do not access or use our Website or Network.

### ILLEGAL OR HARMFUL USE

You may access and use our Website and Network only for lawful purposes. You are responsible for any transmission you send, receive, post, access, or store via our Network, including the content of any communication. Transmitting, distributing, or storing any material that violates any applicable law is prohibited. Additionally, the following non-exhaustive list details the kinds of illegal or harmful conduct that is prohibited:

**Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right. Infringement may result from the unauthorized copying, distribution, and/or posting of pictures, logos, software, articles, musical works, and videos.

**Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable. Without limiting the foregoing, you may not access or use our Website or Network in any manner for the transmission or dissemination of images containing child pornography.

**Excessive Utilization of Network Resources:** Consuming a disproportionate amount of available Network resources resulting in the potential to disrupt or degrade the Network or Network usage by others. The determination of what constitutes excessive use depends on the specific state of the Network at any given time. Excessive use is determined by resource consumption relative to that of a typical individual user of the Network and not by the use of any particular application.

**Traffic Pumping/Access Stimulation:** Using the Network to dial telephone numbers associated with free conference calls, free chat lines, or similar services that are used for traffic pumping/access stimulation. Traffic pumping/access stimulation, for this

purpose, is defined as any and all activities that are designed to generate traffic to increase the intercarrier compensation billed to TAG.

**Export Violations:** Violations of export laws, regulations, and rules, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.

**Fraudulent Conduct:** (1) Conducting fraudulent business operations and practices; (2) offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes); and (3) individual or business representation as an authorized 3rd party affiliation or agent for a business entity (e.g., Sprint) without the business' prior consent.

**Falsification/Impersonation:** Using the Network to impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; or create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names, or other means of deceptive addressing.

**Failure to Abide by Third-Party Network or Website Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or website that you access.

**Harmful Content:** Disseminating or posting content that is harmful to the Network or other users of the Network including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data, or personal information.

## **ELECTRONIC COMMUNICATIONS**

You may not distribute, publish, or send through our Network: (1) any spam, including any unsolicited advertisements, solicitations, commercial e-mail messages, informational announcements, or promotional messages of any kind; (2) chain mail; (3) numerous copies of the same or substantially similar messages; (4) empty messages; (5) messages that contain no substantive content; (6) very large messages or files that disrupt a server, account, newsgroup, or chat service; or (7) any message that is categorized as "phishing."

Likewise, you may not: (1) participate in spidering, harvesting, or any other unauthorized collection of e-mail addresses, screen names, or other identifiers of others or participate in using software (including "spyware") designed to facilitate such activity; (2) collect responses from unsolicited messages; or (3) use any of our mail servers or another site's mail server to relay mail without the express permission of the account holder or the site.

## **NETWORK SECURITY AND INTEGRITY**

You may not violate the security of our Network in any way. Such violations may result in criminal or civil liability. TAG may, but is not obligated to, investigate any violation of our Network. TAG may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using TAG products and Services or sending, receiving, posting, accessing, or storing any electronic transmission via our Network, you agree to cooperate in any such investigation. Examples of Network security violations include, without limitation:

**Hacking:** Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express prior authorization of the owner of the system or network.

**Interception:** Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.

**Intentional Interference:** Interference with service to any user, host, or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.

**Falsification of Origin or Routing Information:** Using, selling, or distributing in conjunction with the Network, any computer program designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.

**Avoiding System Restrictions:** Using manual or electronic means to avoid any limitations established by TAG or attempting to gain unauthorized access to, alter, or destroy any information that relates to any TAG customer or other end-user. TAG may, but is not obligated to, take any action it deems necessary to (1) protect its Network, its rights, or the rights of its customers or third parties, or (2) optimize or improve its Network, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through the Network. TAG may, in its sole discretion and at any time, filter "spam" or prevent "hacking," "viruses," or other potential harms without regard to any preference you may have communicated to us.

## **INVESTIGATION AND ENFORCEMENT OF THE POLICY**

We have the right, but are not obligated, to strictly enforce this AUP through self-help, active investigation, litigation, and prosecution.

TAG reserves the right to act immediately and without notice to restrict, suspend, or terminate your use of the Network if it reasonably determines that your conduct may: (1) expose TAG to sanctions, prosecution, civil action, or other liability; (2) cause

harm to or interfere with the integrity or normal operations of TAG's Network or networks with which TAG is interconnected; (3) interfere with another TAG customer's use of the Network; (4) violate any applicable law, rule, or regulation; or (5) otherwise present an imminent risk of harm to TAG or its customers.

TAG has the right, but not the obligation, to monitor or restrict any uses of the Network that TAG reasonably believes in its sole discretion violate this AUP. You are solely responsible for all content that you transmit or receive utilizing the Network, and you are responsible for abuse of your account by others.

We may also access and disclose any information (including transactional information) related to your access and use of our Network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of or subscription to such services. INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER MAY BE CONSIDERED BREACHES OF THIS POLICY BY SUCH COMPANY, CUSTOMER, OR USER.

#### **MISCELLANEOUS**

Any failure to insist upon or enforce performance of any provision in this AUP will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this AUP. TAG may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this AUP is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

#### **QUESTIONS, COMMENTS & ABUSE**

If you want to report any violations of this AUP, please email us at [regulatory@tagmobile.com](mailto:regulatory@tagmobile.com).

## **General Terms and Conditions of Service (T's & C's)**

### **Basic Definitions**

In this document:

- (1) "we," "us," "our," and "TAG" mean TAG Mobile, LLC and its affiliates;
- (2) "you," "your," "customer," and "user" mean an account holder or user with us;
- (3) "Device" means any phone, aircard, mobile broadband device, any other device, accessory or other product we sell to you or that is active on your account with us; and
- (4) "Service" means our offers, rate plans, options, wireless Service Plans or Devices on your account with us.

### **Services Covered by These T's & C's & Additional Terms**

These T's & C's apply to all wireless Services and Plans, including Lifeline supported Service except where indicated, and any other Service we offer you that references these T's & C's. Additional terms will apply to certain Devices and applications (the terms may come from TAG or a third party) and will be provided with the Device or prior to the use of the application, as applicable. Also, a different dispute resolution provision may apply to services provided by another company (the dispute resolution provisions in this Agreement still apply to our Services).

### **Pre-Paid Services**

All TAG Services are provided on a pre-paid basis. TAG does not condition the provision of Service on a consumer's credit rating, credit history or other method of determining credit worthiness. TAG does not provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse. You aren't responsible for paying an early termination fee when terminating Services and no deposits are held or required as a condition of Service nor does TAG have any preset account spending limits.

### **Our Right To Change The Agreement & Your Related Rights**

We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, or the ToS. We will provide you notice of material changes, and may provide you notice of non-material changes, in a manner consistent with the Agreement (see "Providing Notice To Each Other Under The Agreement" section), and/or pursuant to any applicable Orders, rules or regulations of a regulatory authority having jurisdiction over the Services or this Agreement.

### **Our Right To Suspend Or Terminate Services**

TAG will not terminate service upon less than 15 days written notice to you, except for those specific circumstances described herein. Specifically, TAG can, without notice, suspend or terminate any Service at any time for the following reasons:

- 1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
- 2) Upon order by any court, the Commission, or any other duly authorized public authority; or
- 3) For a violation or breach of this Agreement
- 4) If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes; or
- 5) Obtaining service by subterfuge that includes, but is not restricted to, an application for service at a location in the name of another party.

### **Your Right To Change Services & When Changes Are Effective**

The account holder can typically change Services upon request. In some instances, changes may be conditioned on payment of certain charges. Changes to Services are usually effective at the start of the next monthly service renewal date. We may, but are not obligated to, provide you the opportunity to authorize someone else to make changes to your Services. You are responsible for any changes to your Services made by a person you authorize and those changes will be treated as modifications to the Agreement.

### **Your Right To Terminate Services**

You can terminate Services at any time by calling us and requesting that we deactivate all Services. In addition, if you return or provide your Device to TAG and fail to either deactivate service on the Device or activate another Device in connection with your Service, we reserve the right to terminate your Service. You are responsible for all charges incurred prior to termination. If Services are terminated before your next monthly service renewal date, we won't prorate charges to the date of termination and you won't receive a credit or refund for any unused Services.

### **Restrictions On Using Services**

You can't use our Services:

- (1) in a way that could cause damage or adversely affect any of our other customers or our reputation, network, property or Services; or
- (2) in any way prohibited by the terms of our Service Plans or the Agreement. You cannot in any manner resell the Services to another party.

See our AUP for additional restrictions on the use of our Services.

### **Your Device, Number & E-mail Address; Caller ID**

We don't manufacture any Device we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts or omissions of the manufacturer. The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Your Device is designed to be activated on the TAG network and in other coverage areas we make available to you. As programmed, it will not accept wireless service from another carrier. Except

for any legal right you may have to port/transfer your phone number to or from another carrier, you have no and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any phone number, identification number, e-mail address or other identifier we assign to you, your Device or your account. We'll notify you if we decide to change or reassign them. Your TAG phone has a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming.

### **Porting/Transferring Phone Numbers**

We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all of the Services associated with that number. Further, in transferring a number to TAG from another carrier, you are solely responsible for all charges billed or incurred prior to deactivation of service with your prior carrier and for any applicable early termination fees assessed by your prior carrier.

### **Coverage; Where Your Device Will Work; Service Speeds**

Our coverage maps are available on our website. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere and Service speeds are not guaranteed. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, network or internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, etc.), may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

### **Roaming**

The term "roaming" typically refers to coverage on another carrier's network that we may make available to you based on our agreements with other carriers. These agreements may change from time to time and roaming coverage is subject to change. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up and the availability of roaming coverage. TAG makes no guaranty that roaming coverage will be available in all areas, and further, roaming may not be available to customers who reside or whose primary use is outside an area covered by the TAG Network. Roaming coverage may exist both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, limits on the amount of minutes used while roaming may

apply. Certain Services may not be available or work the same when roaming (including voicemail, call waiting, etc.). TAG reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes are used for roaming.

### **Activation & Miscellaneous Charges**

Based on current business practices, we may charge activation, prepayment, reactivation, program or other fees to establish or maintain Service(s). Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

### **Account & Service Charges**

You are responsible for all charges associated with your account and the Service(s) on your account, no matter who adds or uses the Service(s). Charges include, but are not limited to, usage charges, charges for additional services, taxes, surcharges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials we may send to you. Depending on your Service(s), charges for additional services may include operator and directory assistance, voicemail, call forwarding, and texts. If you (the account holder) allow end users to access or use your Devices, you authorize end users to access, download and use Services. For Services offered on a per-day basis, you will generally be charged for use before or at the time of use. In certain instances, we may charge at some point after you use the Services. Services offered on a per-day basis end 24 hours after Service is initiated.

### **How We Calculate Your Usage For Decrementing Purposes**

**Regular Voice Calls:** We round up partial minutes of use to the next full minute after the first 30 seconds. Time starts when you press "Talk" or your Device connects to the network and stops when you press "End" or the network connection otherwise breaks. You're decremented minutes for all calls that connect, even to answering machines. Minutes won't be decremented for unanswered calls or if you get a busy signal. For incoming calls answered, minutes are decremented from the time shortly before the Device starts ringing until you press END or the network connection otherwise breaks.

**Text Messaging:** Unless specific Service Plan terms apply, the rate to receive or send a text message to another phone is 1 minute per 1 text message either sent or received and applies when text messaging is not an included component of a Service Plan or when all text messages included in a Service Plan have been used. Plan minutes are not decremented until the third text message is either sent or received, and rounding does not apply.

### **Taxes & Government Fees**

You agree to pay all federal, state and local taxes, fees and other assessments that are required by law to be collected and remitted to the government on the Services and/or Devices provided to you. These charges may change from time to time without



advance notice. In most circumstances, all federal, state and local taxes, fees and other assessments are included in the price of Service for both pre-paid and Lifeline Supported Service(s).

### **Surcharges**

You agree to pay all surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service, various regulatory charges, TAG administrative charges, gross receipts charges, and charges for the costs we incur in complying with governmental programs. Surcharges are not taxes and are not required by law. They are rates we choose to collect from you and are kept by us in whole or in part. The number and type of Surcharges may vary depending upon the location of the billing address of the Device and can change over time. We determine the rate for these charges and these amounts are subject to change as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction. In most circumstances, all Surcharges are included in the price of Service. With respect to Lifeline supported Service, no additional Surcharges are assessed, applied to or levied on Lifeline supported Service. Further, with the exception of taxes or other charges that are required by law, any fees and/or charges associated with Lifeline supported Service are all inclusive, clearly documented and fully disclosed to the Lifeline applicant/subscriber and any regulatory authority having jurisdiction over such Services prior to the commencement of Service.

### **Customer Service**

If you have a service or billing problem or inquiry, you may contact TAG's Customer Service Department toll free at (866) 959-4918. We will make all reasonable attempts to resolve your problem or inquiry. In the event the Customer Service Department is unable to resolve your issue, your dispute will be escalated to the appropriate supervisory personnel of TAG. If you are still unsatisfied and/or your issue remains unresolved, TAG supervisory personnel will provide you with contact information for the appropriate Consumer Affairs/Customer Dispute Resolution department of the relevant Utility Commission or other Regulatory Authority for your state and/or the FCC. This information can also be located on TAG's website at [www.tagmobile.com/utilitycommissioncontacts](http://www.tagmobile.com/utilitycommissioncontacts). In the event that you wish to pursue resolution of your issue with TAG directly, the Dispute Resolution provisions of this Agreement will apply.

### **Protecting Our Network & Services**

We can take any action to:

- (1) protect our network, our rights and interests, or the rights of others; or
- (2) optimize or improve the overall use of our network and Services.

Some of these actions may interrupt or prevent legitimate communications and usage, for example message filtering/blocking software to prevent SPAM or viruses, limiting throughput, limiting access to certain websites, applications or other Data Content, prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc. For additional information on what we do to protect our customers, network, Services and equipment, see our AUP.

### **Your Privacy**

Our Privacy Policy is available on our website. To review the policy, visit [www.tagmobile.com](http://www.tagmobile.com). This policy may change from time to time, so review it with regularity and care.

### **Call Monitoring:**

To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls between us (for example, your conversations with our customer service or sales departments).

### **Contact:**

You agree that we may contact you for Service related reasons through the contact information you provide, through the Services or Devices to which you subscribe or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

**CPNI:** As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type and destination of telecommunications products and Services you use, as well as some other information ("CPNI"). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us.

**Third Party Applications:** If you use a third party application, the application may access, collect, use or disclose your personal information or require TAG to disclose your information, including location information (when applicable), to the application provider or some other third party. If you access, use or authorize third party applications through the Services, you agree and authorize TAG to provide information related to your use of the Services or the application(s). You understand that your use of third party applications is subject to the third party's terms and conditions and policies, including its privacy policy.

### **Information on Devices:**

Your Device may contain sensitive or personal information. TAG is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, including, but not

limited to, relinquishing, exchanging, returning or recycling your Device. By submitting your Device to us, you agree that our employees, contractors or vendors may access all of the information on your Device.

### **Location Based Services**

Our network generally knows the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 ("E-911") services, and optional location-sensitive services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-sensitive services.

You agree that any authorized user may access, use or authorize TAG or third party location sensitive applications through the Services. You understand that your use of such location sensitive applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location sensitive services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location sensitive applications and that the Device may be located. For additional information on location-sensitive services, see our Privacy Policy at our website.

### **911 Or Other Emergency Calls**

Public Safety Officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. E911 service, where enabled by local emergency authorities, uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911 - you should follow voice prompts when interacting with emergency service providers employing IVR systems to screen calls.

### **If Your Device Is Lost Or Stolen**

Call us immediately if your Device is lost or stolen because you may be responsible for usage occurring before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We will not prorate charges to the date of termination and you won't receive a credit or refund for any unused Services if you choose to terminate Services as a result of loss or theft of your Device.

### **Disclaimer of Warranties**

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

### **You Agree We Are Not Responsible For Certain Problems**

You agree that neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from:

- (1) anything done or not done by someone else;
- (2) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.);
- (3) traffic or other accidents, or any health-related claims relating to our Services;
- (4) Data Content or information accessed while using our Services;
- (5) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise;
- (6) interrupted, failed, or inaccurate location information services;
- (7) information or communication that is blocked by a spam filter;
- (8) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video or audio; or
- (9) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts. You should implement appropriate safeguards to secure your Device, computer or equipment and to back-up your information stored on each.

### **You Agree Our Liability Is Limited - No Consequential Damages**

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

## **DISPUTE RESOLUTION**

### **We Agree To First Contact Each Other With Any Disputes**

We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. We agree to contact each other as described in the Providing Notice to Each Other Under The Agreement section of the T's & C's.

### **Instead Of Suing In Court, We Each Agree To Arbitrate Disputes**

We each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award the same damages and relief, including any attorney's fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

- (1) "Disputes" are any claims or controversies against each other related in any way to our Services or the Agreement, including, but not limited to, coverage, Devices, privacy, or advertising, even if it arises after Services have terminated - this includes claims you bring against our employees, agents, affiliates or other representatives, or that we bring against you.
- (2) If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to you will be sent as described in the Providing Notice to Each Other Under The Agreement section of the T's & C's and notice to us will be sent to: Tag Mobile, LLC, Attn: General Counsel; 1330 Capital Parkway, Carrollton, TX 75006. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.
- (3) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.
- (4) Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in the county of the last billing address of the Device. We will agree on the arbitrator, and if we cannot agree, then the arbitrator will be appointed by the court as provided by the FAA.
- (5) The arbitration will be governed by the arbitration rules selected by the Arbitrator. The federal or state law that applies to the Agreement will also apply during the arbitration.
- (6) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then

our agreement to arbitrate doesn't apply and the dispute must be brought in court.

(7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will cover any arbitration administrative or filing fees above:

- a. \$25 if you are seeking less than \$1,000 from us; or
- b. the equivalent court filing fees for a court action in the appropriate jurisdiction if you are seeking \$1,000 or more from us.

### **Exceptions To Our Agreement To Arbitrate Disputes**

Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from filing your dispute with any federal, state or local government agency that can, if the law allows, seek relief against us on your behalf.

### **No Class Actions**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

### **No Trial By Jury**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

### **Indemnification**

You agree to indemnify, defend and hold us harmless from any claims arising out of your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit or make available via the Service, failing to provide appropriate notices regarding location-sensitive services (see "Location Based Services" section), failure to safeguard your passwords, backup question to your shared secret question or other account information, or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation or the rights of any third party.

### **Providing Notice To Each Other Under The Agreement**

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on our website. We will provide you notice through one or more of the following: correspondence to your last known billing address, to any fax number or e-mail address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, or by text message on your Device.

### **Other Important Terms**

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state of Texas, without regard to the conflicts of law rules. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any 3rd party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We can assign the Agreement. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements. You can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to complaints, payment, E911, dispute resolution, no class action, no jury trial), survive termination of Services.

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**IN RE:** )  
 )  
**APPLICATION OF TAG MOBILE** )  
**WIRELESS, LLC FOR DESIGNATION** )  
**AS AN ELIGIBLE** )  
**TELECOMMUNICATIONS CARRIER IN** )  
**THE STATE OF SOUTH CAROLINA**

**EXHIBIT 7**

**HANDSET SPECIFICATIONS**



# TAG Mobile Handset Specifications

## Specifications

<u>Modes</u>	CDMA 1900 or 800
<u>Weight</u>	3.18 oz (90 g)
<u>Dimensions</u>	3.43" x 1.89" x 0.89" (87 x 48 x 23 mm)
<u>Form Factor</u>	Clamshell
<u>Antenna</u>	Stub / Extendable
<u>Battery Life</u>	Talk: 2.50 hours (150 minutes) Standby: 144 hours (6 days)
<u>Battery Type</u>	Lilon 850 mAh
<u>Display</u>	Type: <u>LCD</u> (Color) Size: 120 x 80 pixels up to 7 lines of text
<u>Platform / OS</u>	(N/A)
<u>Memory</u>	500K
<u>Phone Book Capacity</u>	199

## Features

<u>Flashlight</u>	-
<u>Ruggedized</u>	-
<b>Accessibility</b>	
<u>Digital TTY/TD</u>	Yes
<u>Hearing Aid Compatible</u>	-
<u>Multiple Languages</u>	Languages Supported: English / Spanish
<b>Alerts</b>	
<u>External Display</u>	Front 96x12 pixels
<u>Polyphonic Ringtones</u>	-
<u>Ringer Profiles</u>	
<u>Vibrate</u>	Yes
<b>Connectivity</b>	
<u>Bluetooth</u>	-
<u>Infrared (IR)</u>	-
<u>PC Sync</u>	-
<u>USB</u>	-
<u>Wi-Fi</u>	-
<b>Contacts</b>	
<u>Multiple Numbers per Name</u>	Numbers per entry: 5
<u>Picture ID</u>	-
<u>Ringer ID</u>	Yes

<b>Messaging</b>	
<u>Email Client</u>	Protocols Supported:
<u>EMS / Picture Messaging</u>	-
<u>MMS</u>	-
<u>Text Messaging</u>	2-Way: YES
<u>Text Messaging Templates</u>	-
<b>Music</b>	
<u>FM Radio</u>	-
<u>Headphone Jack (3.5mm)</u>	-
<u>Music Player</u>	-
<u>Stereo Speakers</u>	-
<b>Photo &amp; Video</b>	
<u>Camera</u>	Resolution:
<u>PictBridge</u>	-
<u>Streaming Video</u>	-
<u>Video Calling</u>	-
<u>Video Capture</u>	-
<b>Productivity</b>	
<u>Alarm</u>	-
<u>Calculator</u>	Yes
<u>Calendar</u>	Yes
<u>ECML / Digital Wallet</u>	-
<u>SyncML</u>	-
<u>To-Do List</u>	-

## TAG Mobile Handset Specifications

<u>Voice Dialing</u>	-	<u>Voice Memo</u>	-
<b>Customization</b>		<b>Software</b>	
<u>Changeable Faceplates</u>	-	<u>BREW</u>	-
<u>Custom Graphics</u>	-	<u>Games</u>	Yes
<u>Custom Ringtones</u>	-	<u>Java (J2ME)</u>	-
<b>Data &amp; Network</b>		<b>Voice</b>	
<u>Data-Capable</u>	-	<u>Call Screening</u>	-
<u>Packet Data</u>	Technology:	<u>Headset Jack (2.5 mm)</u>	Yes
<u>WAP / Web Browser</u>	-	<u>Push-To-Talk</u>	-
<b>Input</b>		<u>Speaker Phone</u>	
<u>Key Lock Switch</u>	-		
<u>Predictive Text Entry</u>	Technology: T9		
<u>Side Keys</u>	up/down volume on left side		
<u>Text Keyboard</u>	Layout:		
<u>Touch Screen</u>	-		
<b>Memory</b>			
<u>Expansion Card</u>	Card Type:		
<u>Hard Drive</u>	-		

### Packaging and Accessories

All units must come complete with the following:

Handset

Battery

Charger

Plain white box no larger than 7"x6"x3"

Handsets must come kitted in box with all accessory components

All Handsets are USAC compliant and E911 compatible

### Branding

Units must not show any logos anywhere on the device, wake-up screen or in any menu item.

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**IN RE:** )  
 )  
**APPLICATION OF TAG MOBILE, LLC** )  
**FOR DESIGNATION AS AN ELIGIBLE** )  
**TELECOMMUNICATIONS CARRIER IN** )  
**THE STATE OF SOUTH CAROLINA** )

**EXHIBIT 8**

**SAMPLE ADVERTISING**



[www.tagmobile.com](http://www.tagmobile.com)

# **FREE**

## **Cell Phone**

### **Free Minutes Every Month**

**No Contract**

**No Credit Check**

## **Sign Up Today!**

This is a Lifeline service limited to one discount per household. Lifeline is a government assistance program and is non-transferrable. Proof of eligibility, such as an eligible program card or statement of benefits, is required and only eligible consumers may enroll. Consumers who willfully make a false statement in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.



Lifeline Poster

# FREE

## Cell Phone

### Free Minutes Every Month

### No Contract

### No Credit Check

### Sign Up Today!

# TAG<sup>TM</sup>

## mobile

This is a Lifeline service limited to one discount per household. Lifeline is a government assistance program and is non-transferrable. Proof of eligibility, such as an eligible program card or statement of benefits, is required and only eligible consumers may enroll. Consumers who willfully make a false statement in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.





Lifeline  
Take One

**If you participate in any one of the following programs, you may qualify for a FREE Cell Phone with FREE minutes every 30-days:**

- Supplemental Security Income (SSI)
- Food Stamps
- Federal Public Housing (Section 8)
- Medicaid
- Low-Income Home Energy Assistance
- National School Lunch Program
- Temporary Assistance to Needy Families (TANF)

This is a Lifeline supported service limited to one discount per household. Lifeline is a government supported assistance program and is non-transferrable. Proof of eligibility, such as an eligible program card or statement of benefits, is required at time of sign up and only eligible consumers may enroll. Consumers who willfully make false statements in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

### **TAG Mobile Lifeline supported service includes:**

- nationwide coverage via Sprint or Verizon networks
- text messaging
- minutes good for local and domestic long distance calls
- voicemail
- 911 available even when your phone has no minutes left
- free calls to 211

### **IMPORTANT**

**You must make at least one phone call from your TAG Mobile phone a month to keep your FREE service from being shut-off.**

### **Low Cost Reload Minute Packages**

Price	Minutes Packages
\$7.00	100 Minutes / 200 texts
\$20.00	500 Minutes / 1000 texts
\$30.00	1000 Minutes / 1200 texts
\$39.00	Unlimited Talk/Text

**For a reload location near you call 1-866-959-4918**

By signing up for TAG Mobile's Lifeline supported service you swear and affirm that the information provided in your application is true and correct, to the best of your knowledge and belief and certify that the statements below are correct. You understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.

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1. I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the designated program(s) and will notify TAG within thirty (30) business days (1) if I am no longer participating in any of the designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
2. The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on my Application that I am required to notify TAG of my new address within 30 days.
3. If I provided a temporary residential address to TAG, I will verify my temporary residential address every 90 days.
4. I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
5. I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
6. I authorize TAG to access any records required to verify my statements on my application and to confirm my eligibility for the TAG Lifeline credit. I give permission to the duly authorized official(s) administering the designated program(s) to provide to TAG my participation status in such program(s). I give this permission on the condition that the information in this Application and any information about my participation in the designated programs provided by officials be maintained by TAG as confidential customer account information.
7. I authorize TAG to release any records required for the administration of the TAG Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
8. My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline-supported service from any other provider.
9. I am entitled to complete the Application, and am not listed as a dependent on another person's tax return (unless over the age of 60)

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#### **Terms and Conditions:**

Provision of a free phone and a preset amount of free monthly minutes of use are provided by TAG as part of the Universal Service Low Income support mechanism commonly referred to as the Lifeline program. Lifeline benefits are limited to a single line of service per household. You may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both. Note that not all Lifeline services are currently marketed under the name Lifeline. If you do not qualify for Lifeline supported services, you may opt to purchase a phone and pay a one-time \$60 activation fee plus the cost of the selected pre-paid package. In most cases, TAG service will only work on cellular handsets provided by/purchased from TAG. Text messaging on Lifeline accounts is decremented for mobile originating and mobile terminating messages at the rate of 3 texts, either send or received, to 1 of your free monthly minutes. It does not cost you minutes to check your voicemail from any other phone. Unused minutes expire at midnight EST on the 30th day of the billing cycle associated with your account, which is determined by your service initiation date. By activating and using this service you agree to indemnify and hold harmless TAG Mobile, LLC and its affiliates for any damages that arise from the use of the service. The wireless service described herein is provided on either the Sprint or Verizon Wireless Networks and is resold under the TAG Mobile brand. TAG Mobile is a registered trademark. For complete terms and conditions visit our website: [www.tagmobile.com](http://www.tagmobile.com).

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**IN RE:** )  
 )  
**APPLICATION OF TAG MOBILE, LLC** )  
**FOR DESIGNATION AS AN ELIGIBLE** )  
**TELECOMMUNICATIONS CARRIER IN** )  
**THE STATE OF SOUTH CAROLINA** )

**EXHIBIT 9**

**AMVENSYS CAPITAL GROUP  
ORGANIZATIONAL CHART**



